

REQUEST FOR PROPOSAL



King County

Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-263-9400 TTY Relay: 711

DATE ADVERTISED: April 16, 2009

RFP Title: **Development and Consultation regarding Next Generation Emergency Radio Network**

Requesting Dept./ Div.: **King County Department of Information Resources Management**

RFP Number: **1033-09-RLD**

Due Date: **May 28, 2009 – no later than 2:00 P.M.**

Buyer: Roy L. Dodman, roy.dodman@kingcounty.gov, 206-263-9293

Pre-Proposal Conference:

A conference to discuss questions related to this RFP shall be held at **10:00 a.m. on Friday, May 8, 2009**, in conference room 121/123 on the 1st Floor of The Chinook Building, 401 Fifth Avenue, Seattle, WA 98104.

Sealed Proposals are hereby solicited and will **ONLY** be received by

King County Procurement Services Section
The Chinook Building, 3rd Floor
401 Fifth Avenue
Seattle, WA 98104-2333

Office Hours - 8:00 a.m. - 5:00 p.m.
Monday - Friday

SUBMITTERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name

Address

City/State/Zip Code

Signature

Authorized Representative / Title (Please Print Name and Title)

E-mail

Phone

Fax

Prime Proposer SCS Certification number (if applicable - see Section III, [Part 5](#) of this RFP)

Sub-Consultants SCS Certification numbers (if applicable)

Office Use Only: NUM 15 CD-ROM 1 CON FED N TERM/YR Y/3-1

This Request for Proposal will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.

Sealed proposals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 401 Fifth Avenue, 3rd Floor, Seattle, Washington, 98104 no later than 2:00 p.m. on the date noted above regarding consulting work related to *Development and Consultation work regarding the Next Generation Emergency Radio Network* for the *King County Department of Executive Services – Office of Information Resource Management*. These services shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

Submittal: King County requires the Proposer to sign and return *this entire Request for Proposal (RFP) document*. The Proposer shall Provide *one unbound original* and fifteen (15) *bound copies* of the proposal response, data or attachments offered, for *eleven (11) items* total. The original in both cases shall be *noted or stamped "Original"*. In addition, Provide two (2) *CD-ROMs*, with either *one (1) pdf version* of the proposal, *one (1) Microsoft Word version* of the proposal (2000-2005 edition), or both.

Pre-Proposal Conference: A conference to discuss questions related to this RFP shall be held at 10:00 a.m. on Friday, May 8, 2009, in conference rooms 121/123, 1st Floor of The Chinook Building, 401 Fifth Avenue, Seattle, WA 98104. See link for driving instructions. <http://www.kingcounty.gov/operations/procurement>, go to Contact Us menu and access Find Us web page.

Questions: Before the Pre-Proposal Conference, questions in writing are due by the close of business Friday, May 1, 2009 in order for responses to be considered by the Pre-Proposal Conference date. After the Pre-Proposal Conference, Proposers will be required to submit any additional, final questions in writing prior to the close of business Monday, May 11, 2009 in order for staff to prepare any responses required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* – Roy L. Dodman, Senior Buyer, roy.dodman@kingcounty.gov. / *Secondary* – Cathy M. Betts, Buyer, cathy.betts@kingcounty.gov. Questions may also be sent via email to the address above.

SECTION I - GENERAL INFORMATION

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted proposals and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so at the conclusion of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between King County and the selected Consultant. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County will not make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with a proposal. Those materials will be available for review at King County Procurement.
- C. No other distribution of proposals will be made by the Proposers prior to any public disclosure regarding the RFP, the proposal or any subsequent awards without written approval by King County. For this RFP all proposals received by King County shall remain valid for ninety (90) days from the date of submittal. All proposals received in response to this RFP will be retained.
- D. Proposals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Proposer's abilities to meet the requirements of this RFP. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- E. King County reserves the right to reject any or all proposals that are deemed not responsive to its needs.
- F. In the event it becomes necessary to revise any part of this RFP, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.

- G. King County is not liable for any cost incurred by the Proposer prior to issuing the contract.
- H. A contract may be negotiated with the Proposer whose proposal would be most advantageous to King County in the opinion of the King County Department of Executive Services all factors considered. King County reserves the right to reject any or all proposals submitted.
- I. It is proposed that if a selection is made as a result of this RFP, a contract with a fixed price/prices will be negotiated. Negotiations may be undertaken with the Proposer who is considered to be the most suitable for the work. This RFP is primarily designed to identify the most qualified firm. Price and schedule will be negotiated with the "first choice" Proposer; negotiations may be instituted with the second choice and subsequent Proposer until the project is canceled or an acceptable contract is executed.
- J. This RFP shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation. This RFP may also be used, as appropriate and allowed, by other governmental agencies and political sub-divisions within the State of Washington.
- K. The contents of the proposal of the selected Proposer shall become contractual obligations if a contract ensues. Failure of the Proposer to accept these obligations may result in cancellation of their selection.
- L. A contract between the Consultant and King County shall include all documents mutually entered into specifically including the contract instrument, the original RFP as issued by King County, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.
- M. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- N. King County Code 4.16.025 prohibits the acceptance of any proposal after the time and date specified on the Request for Proposal. There shall be no exceptions to this requirement.
- O. King County agencies' staffs are prohibited from speaking with potential Proposers about the project during the solicitation.

Please direct all questions to:

Roy L. Dodman / Senior Buyer
206-263-9293
roy.dodman@kingcounty.gov

or

Cathy M. Betts, Buyer
206-263-9291
cathy.betts@kingcounty.gov

NOTE: Documents and other information is available in alternate formats for individuals with disabilities upon advance request by calling the Procurement Receptionist at 206-263-9400 or TTY711.

- P. Protest Procedure - King County has a process in place for receiving protests based upon either proposals or contract awards. If the Proposer would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-263-9400.
- Q. Term Service Requirement

If a contract is awarded based on this RFP, it may contain the following provision:

Contract Extension

The initial contract period will be for one (1) year from the effective date of the Contract. The term of the Contract may be extended in one (1) year increments for two (2) additional one-year periods for a total Contract term of three (3) years, in accordance with the County's best interest and at the sole option of the County. Prices shall remain firm for the duration of the contract period. Reasonable price changes based on market conditions and price/cost analysis *may* be requested, if such escalations are based on changes in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers ("CPI-U") for the Seattle-Tacoma-Bremerton Statistical Metropolitan Area for the preceding

calendar year. You may obtain information about the CPI-U in general and the Seattle area in particular by visiting the United States Bureau of Labor Statistics web site at <http://www.bls.gov/cpi/>. In the event the CPI-U (or a successor or substitute index) is no longer published, a reliable government or other non-partisan index of inflation selected by the County shall be used to calculate any adjusted amounts. Requests for any such changes are to be made in writing to the King County Department of Executive Services and approved by the County Executive or his/her designee. Any agreed-to change shall take effect at the time of the contract extension and shall remain in effect throughout the extension period. The parties hereto recognize that such changes could be increases or decreases in the prices; both parties are entitled to benefit from such price changes.

- R. **Electronic Commerce and Correspondence.** King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid, Requests for Proposal, and Requests for Qualifications as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.kingcounty.gov/operations/procurement>. Current bidding opportunities and information are available by accessing the “**Solicitations**” tab in the left hand column.

King County Procurement Services features an **Online Vendor Registration (OVR)** program that permits vendors, consultants and contractors to register their business with the County. This OVR system allows interested parties to either directly register their firm by creating a unique User ID, or to visit the website as a guest. Information regarding bid documents will be available to all users; however, site visitors accessing the site as a guest will not be able to document their interest in a project or add their name to the document holder’s list. They will receive no automatic notification of issued addenda. As such, the County encourages full registration in order to directly communicate with document holders regarding any issued addenda or other important information concerning the solicitation.

After submittals have been opened in public, the County will post a listing of the businesses submitting proposals, and any final award determination made.

Full information on vendor registration is available at the website.

If you are viewing a paper version of this RFP, you may download this document at <http://www.kingcounty.gov/operations/procurement>. Navigate to the “Solicitation” web page. There you can view the web pages either as a guest or by logging-in as a registered vendor. Search for 1033-09RLD to access documents specifically for this solicitation and follow the resulting link to navigate to the “Solicitation Details” web page.

- S. Unless otherwise requested, letters and other transmittals pertaining to this RFP will be issued to the e-mail address noted in our files, and after submittal, noted on the first page of this document. If other personnel should be contacted via e-mail in the evaluation of this proposal, or to be notified of evaluation results, please complete the information in the table below.

Contact Name	Title	Phone	E-mail address

- T. Washington State Public Records Act (RCW 42.56) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- U. Proposals submitted under this RFP shall be considered public documents and with limited exceptions proposals that are recommended for contract award will be available for inspection and copying by the public. King County may request an electronic copy of the Proposer’s proposal response at a later time for this purpose. This copy may be requested in MS Word format, and delivered either by e-mail or directly delivered on CD.

If a Proposer considers any portion of his/her proposal to be protected under the law, the Proposer shall clearly identify on the page(s) affected such words as “CONFIDENTIAL,” “PROPRIETARY” or “BUSINESS

SECRET.” The Proposer shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer ten (10) days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County will release the portion of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location

- V. Proposers are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.
- W. During the solicitation process, King County strongly discourages the transmittal of Company information, brochures, and other promotional materials, other than address, contact and e-mail information, prior to the due date of proposals. Any pre-packaged material received by a potential Proposer prior to the receipt of proposals shall not be reviewed by the County.
- X. Bid Identification Label: Please see the Bid Identification Label on the last page of Section II.

SECTION II - PROJECT SPECIFICATIONS AND SCOPE OF WORK

1. INTRODUCTION

1.1 Contractor Report

King County, Washington, on behalf of the *Radio Executive Policy Committee (REPC)*, is requesting Proposals to select a Contractor to produce a Consultant report as part of planning for and implementation of the next generation emergency public safety communications network (Network) in a three-county Region. The goal is to have a unified regional emergency public safety network that enables seamless communication throughout Snohomish County, King County and Pierce County, Washington (collectively Region).

The selected Contractor will determine the best, most cost-efficient technology for use in the Network; compute the cost of deploying and operating the Network; and recommend a Governance Model and an Operational Model for the Network. In producing this material, the Contractor will:

- Collect data on local conditions and assets,
- Report and coordinate with the King County Project Manager,
- Validate Requirements,
- Produce a high-level Network design,
- Draft an outline for the Technical Report and an outline for the Governance and Operations Report,
- Write drafts of the Technical Report and the Governance and Operations Report,
- Write the final drafts of the Technical Report, and the Governance and Operations Report,
- Present the Reports at a meeting of the REPC, discuss key findings and recommendations, and answer questions about them.

In preparation for moving to a unified Regional public safety network, 125 system users, owners, operators, and other Stakeholders from 60 agencies have worked for a year to define the Requirements for the Network (Appendix C). The Contractor's analysis will be based on the information it collects about local conditions and assets, its knowledge, and on those Requirements.

1.2 The need to improve the emergency public safety communications systems

Public safety responders in the Region frequently engage in joint operations, mutual aid, and other activities that bring them into a neighboring county. Integrated, interoperable communications is an essential tool for performing these activities efficiently and safely. However, there is currently limited interoperability between all first responders within the Region due to disparate radio systems.

While there are a number of excellent individual public safety communications systems in the Region, responders do not have a unified Regional public safety network that enables seamless communication throughout the entire area. In addition, these systems all have, or will soon have, one or more critical problems that if not met, will degrade service and will result in increased risks to the public and first responders.

Users, owners, and operators of the Region's current systems have come together with the goal of upgrading/rebuilding their systems in a coordinated manner to correct these problems and to take advantage of advances in technology. The Region's history of working well together on communications issues supports the ability to plan and build an improved, unified Regional public safety network as well.

2. DEFINITIONS

The following are definitions for terms as used in this RFP:

Basic Functions means those services, features, and functions that are included as standard features with a particular system and release or version of a technology. Basic Functions typically include voice services with a small number of data channels for system control.

Basic Functions vary from technology to technology and from one release or version of a technology to another. For example, a feature that is included at no extra cost in a specific release of a technology may not be available with a second technology or may be available only at an additional cost.

Broadband Data or High-speed Data means Basic Functions and Low-Speed Data with additional data channels for transmitting high bandwidth information, such as video and maps, and similar information to the field. Wireless Broadband Data shall have an upload speed and a download speed of no less than 2 MB per second.

CAD means a computer aided dispatch system. The term is not used to designate a computer-aided design or a computer-aided drafting system.

Contract means the legal agreement between the most advantageous Proposer and King County, on behalf of the REPC, resulting from issuance of this RFP.

Cost of Operations means the entire cost of operating a system, including, but not limited to, maintenance, parts, utility usage, backhaul, system monitoring (such as a NOC) programming, upgrades (as anticipated through historical analysis where appropriate) and other factors to be determined by the Proposer's Project Manager and County Program Manager. Cost of Operations is one component, but not the only component, of Total Cost of Ownership.

County means King County, Washington.

County Project Manager (County PM) means the person designated by the County who is responsible for managing the Contract on a day-to-day basis and represents the County for Contract Administration.

Day means calendar day.

EMS means emergency medical services.

EPSCA means the Eastside Public Safety Communications Agency.

Governance Model means a structure established for administering and setting policy for a multi-jurisdictional Network including, for example, rules on its membership and voting.

Low-Speed Data means Wireless Data services having an upload speed of less than 2 MB per second and/or a download speed of less than 2 MB per second.

Next Generation Emergency Public Safety Communications Network (or Network) means the communications network being planned to meet the Region's public safety emergency communication needs for the next 15 – 20 years.

Operational Model means a structure for managing the day-to-day running of a multi-jurisdictional Network, including, for example, responsibility for microwave installations, for radio installations, radio maintenance, and site repairs, etc.

Problem means a negative condition, present or future, with one or more of the primary local public safety wireless communication systems currently deployed in the Region as identified in the Problem Statement.

Problem Statement means that document developed by the REPC Subcommittees listing the negative conditions, present or future, with one or more of the primary local public safety wireless communication systems currently deployed in the Region.

Project Manager (PM) means the person designated by the Contractor who is responsible for managing the Contractor's effort to complete the Contract on a day-to-day basis and who represents the Contractor for Contract Administration.

Provide means furnish without additional charge.

PSR-IEC means the Puget Sound Region Interoperability Executive Committee.

Public Safety Communications means the communications capability of the Region's public safety agencies (law enforcement, fire, EMS, hospitals) and/or other public safety support agencies (transportation, public utility, public works) when preventing, responding to, and recovering from emergencies.

Radio Executive Policy Committee (REPC) means the committee consisting of representatives from agencies and governments in the Region formed to set policy for the Next Generation Emergency Public Safety Communications Network.

RCB means the Regional Communications Board.

Region means Snohomish County, Pierce County, and King County Washington.

Requirements mean those characteristics adopted by the REPC that the future Network must have to meet the needs of Region's public safety Network users. Requirements are listed in Appendix C.

Review Committee means the committee established by the REPC to prepare the RFP and perform other RFP-related and Contract-related tasks on behalf of the REPC.

RMS means records management system.

Scope of Services means the deliverables and related tasks proposed in this RFP or in the Proposer's Proposal, as appropriate.

SERS means the Snohomish County Emergency Radio System.

Services means all of the Deliverables the Proposer is proposing together with all tasks and activities needed to produce those Deliverables.

Stakeholder means any Public Safety or government agency in the Region 1) whose work quality, efficiency, or safety is directly impacted by the Network, 2) that is responsible for installing, operating, maintaining, or repairing a current wireless communication system, or 3) that is responsible for supervising Network users or potential users, setting Network policy, or Network funding. A stakeholder also means a private entity that coordinates joint public safety operations with or engages in mutual aid with such an agency.

Total Cost of Ownership (TCO) means the real total cost for purchasing, building, owning and operating all facets of the Network including, but not limited to, acquisition, purchase, preventative and corrective maintenance, upgrades, updates, licensing and permitting, utilities, backup power, grounds maintenance, regulatory compliance, site development and acquisition or lease, subscriber programming and installation, console maintenance, maintenance monitoring, cost of capital, technical support contracts, technical and management training, disposition (of legacy equipment/structures etc...), personnel staffing, and test equipment or other maintenance tools.

Valley Com means the Valley Communications Center.

Viable Technology means a technology that: (1) the Contractor determines should be analyzed in depth to determine whether it would best and most cost-efficiently meet the Region's Public Safety Communications Requirements and local conditions; and (2) will be discussed in detail in the Final Report.

3. CURRENT ENVIRONMENT

3.1 The Region

The three-county region is bordered on the west by Puget Sound and on the east by the Cascade Mountains. All three counties have significant urban and suburban areas, but also farming and recreational/forest preserve areas (See [Appendix A](#)). Key businesses include Amazon, Boeing, Microsoft,

Paccar, Russell Investments, Starbucks, and the University of Washington, among other large organizations.

The following chart summarizes basic information about the Region:

	Radios	Data Devices (very limited data) Mobile Computers/ Laptops	Population	Area (sq. mi.)
Pierce County	4,400	100/40	805,400	1,790
King County	18,000	508/1110	1,884,200	2,134
Snohomish County	4,000	1150/5	696,600	2,089
Other	350	55/0	NA	NA
TOTAL	26,750	1813/1155	3,386,200	6,013

Additional information on Pierce County can be found at the County's website:

<http://www.co.pierce.wa.us/PC/>

Additional information on King County can be found at the County's website:

<http://www.kingcounty.gov/>

Additional information on Snohomish County can be found at the County's website:

http://www1.co.snohomish.wa.us/County_Information/

3.2 Current Public Safety Radio Systems

There are five (5) primary local public safety wireless communication systems currently deployed in the Region as well as numerous other legacy radio systems. The primary systems are:

- Snohomish Emergency Radio System (SERS);
- King County Regional Emergency Radio System (City of Seattle, (Eastside Public Safety Communications Agency [EPSCA], King County, and Valley Communications Center[Valley Com]);
- Port of Seattle;
- City of Tacoma/Puyallup Metropolitan Emergency Radio Communications System; and
- Pierce County.

The State of Washington also has radio facilities in the Region.

Most of these systems use Motorola 800 MHz Trunked v. 4.1 technology. The Pierce County system is a conventional VHF radio system. Washington State has three different systems in the Region. The Washington State Patrol uses a VHF conventional system; the Department of Transportation has a non-Motorola 800 MHz trunked system; and the Department of Corrections owns a Motorola 800 MHz trunked system. The primary systems are connected via console patches, cross-programming, or cross-patching. In addition, there are some legacy and interoperable components that are small in nature, but will be some part of any new system proposal.

The region's 800 MHz systems are connected together at the Ambassador level to enable system to system talk group cross patching. This capability is referred to as TRIS (tri-county regional interoperability system). The federal Integrated Wireless Network (IWN) system, Washington State Patrol and Pierce County Sheriff systems are also connected.

There are also transit radio communications systems in the Region that have been separately designed, constructed, and operated.

Finally, a number of businesses operate their own systems. Some of these businesses also engage in mutual support for first responders and can be essential participants in responding to emergencies. Examples include Boeing Corporation and Puget Sound Energy.

Additional details about the current primary systems can be found in [Appendix B](#).

3.3 Planning Drivers

The public safety radio networks used by emergency workers in the Central Puget Sound region of King, Snohomish and Pierce Counties face significant changes and challenges in the near future. These challenges, if not met, will degrade service and will result in increased risks to the public and first responders.

These networks dispatch law enforcement, fire, and emergency medical services. They enable first responders at an incident to coordinate their efforts; provide an officer who has just made a traffic stop with important information about the driver; and are used by responders to call for help when they need assistance. The coordination of networks in the Region has previously been identified as a national model by the federal government.

Now, however, the Region faces significant service degradation because of age, wear, technical obsolescence, and the planned withdrawal of vendor support. Because it takes six to ten years to complete a project of this size, the Region must act soon to address this upcoming degradation. If not, the result will be service outages and interruptions leading to delays in response times; greater difficulty in incident coordination; and increased danger to the officers, fire fighters, paramedics, and other first responders.

Many agencies in the Region frequently provide mutual assistance and engage in joint operations. To do this work, first responders must communicate and coordinate using these networks, no matter where the responders are physically located. Currently there is limited interoperability between all first responders within the Region due to disparate radio systems.

Some of the disparate radio systems within the Region will require significant upgrades or replacement to meet federal regulatory requirements, to replace obsolete technology, to accommodate population growth and shifts, and to compensate for increased metropolitan building density. Current radio systems have demonstrated a lack of capacity for large scale events involving natural disasters or critical incident responses.

Public safety communication is no longer limited to voice communication. Law enforcement, Fire and EMS first responders need to receive a range of information in the field from their dispatch centers, their departments from other field units, or data bases. This information may be in the form of photographs, streaming video, reports, building plans, fingerprints or voice files. Likewise, they need to transmit similar information from their vehicles back to these locations. It is essential that the next generation Network have the capability to carry these data for efficient service to the public and the safety of responders. A dedicated Public Safety data Network will also increase the likelihood of data system availability and prioritization during major events which is not available through commercial data providers today.

The Region has experienced a multitude of criminal incidents and enterprises which cross jurisdictional lines. Public Safety Answering Points (PSAPs) and dispatch centers which answer the E-911 calls and collect information for dispatching are a key component in interoperability response capabilities. Common information platforms such as Computer Aided Dispatch (CAD) and Record Management Systems (RMS) interconnectivity will enable information to flow freely and immediately across jurisdictional boundaries.

The Regional Subcommittees discussed below have prepared a detailed statement defining the current and projected problems with the wireless radio communications systems in the Region. The full Problem Statement can be found in [Exhibit A](#) at the end of this RFP document

3.4 Activities to date

The Region has joined with several other key Stakeholders in the Region to establish a Regional Executive Policy Committee (REPC), consisting of elected and senior officials, to set policy for the Project. The members of the REPC are:

- City of Seattle

- City of Tacoma
- EPSCA
- King County
- King County Suburban Cities Association
- Pierce County
- Port of Seattle
- SERS
- Snohomish County
- Snoqualmie Nation
- State of Washington
- Valley Communications Center

The REPC adopted the following Charter Statement:

The Committee will develop a mutually agreeable and mutually beneficial plan to migrate from the region's current public safety communications networks to a set of integrated networks that meet local and regional needs and also act as a single, region-wide network. Members will also publicly support the implementation of the agreed-upon plan and commit that all future upgrades of their networks will be built consistently with any such plan.

The Committee also established three Subcommittees to advise it. The Subcommittees are:

- Users: made up of law enforcement, fire fighters, and other in-field radio system users.
- Support: made up of PSAP, Dispatch Center, and Emergency Management staff.
- Technical: made up of radio and data system staff.

After meeting regularly for several months, the Subcommittees developed a set of draft requirements for public safety communications for the next generation. These requirements were subsequently approved by a meeting of Law Enforcement and Fire Chiefs and PSAP, Dispatch, and Emergency Management Center Managers. The REPC adopted these requirements (Requirements) on October 20, 2008. A summary of the Requirements is contained in [Appendix C](#).

Subcommittee members and the REPC reviewed and approved this RFP and the Committee approved issuance of this RFP. REPC members will be funding the resulting contract (Contract). Working with the REPC will be an essential component of the Contractor's Contract.

4. SCOPE

4.1 In-Scope

The following items are specifically included within the scope of this Project:

- An assessment of local conditions and Requirements potentially impacting the design, construction, operation, maintenance, performance, costs, governance and operations of a Next Generation Network for the Region;
- Identification and evaluation of alternative technologies that could be used in such a Network, and the relative merits and costs of each, including both technologies available today and those likely to be available in the next few years;
- An inventory of existing communication system and communications assets such as sites, towers, and optical fiber;
- An inventory of communications system governance and operational models currently used in the Region, such as SERS, RCB, PSR-IEC, etc.;
- Validation of the needs and preferences of stakeholders; and
- Identification of legal and regulatory requirements.

4.2 Out of Scope

The following items are specifically not included within the scope of this Project:

4.2.1 Defining detailed specifications for a Network

If the Plan is funded, a separate contracting process will be undertaken to develop detailed specifications for the Network. The Contractor hired under this RFP will not be barred from submitting a proposal to develop the Network's specifications.

4.2.2 Designing and constructing the Network

A separate contractor will be hired to design and construct the Network based on the specifications of the second Contractor. To avoid a "conflict of interest", the Contractor selected pursuant to this RFP and the second contractor selected for the Network specification work will not be eligible to submit a proposal on the RFP for designing and constructing the Network.

4.2.3 Rebanding

Except as specifically described herein, rebanding (The Enhanced Specialized Mobile Radio interference mitigation rebanding process) and the upgrading of the South Loop Microwave sites are not within the scope of this project.

5. RFP SCOPE OF SERVICES

5.1 Overview

The RFP Scope of Services (RFP SOS) is detailed below. The Proposer will submit a plan (described in detail in Section II, Paragraph 1) detailing how it would complete the RFP SOS. If the Proposer thinks there are changes or alternatives that will better meet the purposes of this RFP, they are encouraged to propose changes to one or more Services or propose an alternative set of Services. Notwithstanding the opportunity to submit alternative proposals, all Proposers must first submit a plan as required by this RFP.

The plan shall include details on how the Proposer intends to:

- Coordinate with the County PM;
- Collect the information needed to complete the Scope of Services and validate the Problem Statement;
- Determine what technologies are available now and in the next four years that would potentially meet the Region's public safety communications Requirements and conditions and recommend a specific technology that would best meet these Requirements and conditions in a cost-efficient manner for the next fifteen to twenty years;
- Recommend a governance model and an operational model for such a Network;
- Answer the specific questions in [Appendix D](#);
- Involve Stakeholders;
- Serve as a resource to the radio users community in general and to the REPC in particular; and
- Complete the RFP SOS and Proposal SOS, if applicable, fully, on schedule, within budget, and at a high level of quality.

This RFP Scope of Services is intended to define specific Services contemplated by the project. These are the minimum Service elements.

5.2 Phase 1 – Data Collection

5.2.1 Purpose

The purpose of this Phase is for the Contractor to collect and organize the information on local conditions and Requirements necessary for it to complete the RFP SOS and to validate the Problem Statement.

5.2.2 Services

The Contractor shall produce a written report and a database on the information it collects regarding local conditions, Requirements, and problems.

5.2.2.1 The Contractor shall deliver a written report on the information regarding local conditions, Requirements, and problems it has collected. This report shall contain, at minimum, the following information:

- The analysis methodologies employed including a copy of the tools used to collect the information (interview protocols, surveys, etc.). Prior to beginning to use a tool the Contractor shall submit a copy of the tool to the County PM for review and comment. The final decision on the content and use of the tool shall rest with the Contractor;
- A separate record of each interview conducted including all of the information contained in the interview questionnaire;
- Summaries of the material collected and findings;
- An opinion about the validity of each Problem in the Problem Statement and the reasoning for that opinion;
- The level and nature of the risks associated with each Problem in the Problem Statement together with methods for mitigating each risk;
- The functionality of all major system segments. This study must include consideration of the complex organizational and jurisdictional environment(s) within which current systems operate and are maintained. In particular, the Contractor must understand the user agency's organizational structures and must become knowledgeable about the policies, procedures and communication processes currently used by these agencies; and
- A record all other information the Contractor has collected regarding local conditions and Requirements.

5.2.2.2 The Contractor shall deliver to the County PM a database in Microsoft Access 2003 (or later version) with the data collected in 5.2.2.1.

5.2.2.3 In collecting this information, the Contractor shall propose a plan for holding face-to-face meetings in the Region with, at minimum, the following agencies (and its invitees) using a protocol it develops for that purpose:

- City of Seattle
- City of Tacoma
- EPSCA
- King County
- King County Emergency Operations Center Managers
- King County Fire Chiefs' Association, Chair
- King County Chief's and Sheriffs Association, Chairs
- King County PSAPs
- Pierce County
- Pierce County Emergency Operations Center Managers
- Pierce County Fire Chiefs' Association, Chair
- Pierce County Chief's and Sheriffs Association, Chairs
- Pierce County PSAPs
- Port of Seattle
- SERS
- Snohomish County
- Snohomish County Emergency Operations Center Managers
- Snohomish County Fire Chiefs' Association, Chair

- Snohomish County Chief's and Sheriffs Association, Chairs
- Snohomish County PSAPs
- State of Washington
- Subcommittees (1 meeting)
- Tribal Nations
- Valley Communications Center

5.2.2.4 The Contractor shall collect data in the manner specified in its Contract. For data collection, the Contractor will use the survey, interview protocol, or other tool(s) it develops for that purpose.

5.2.2.4.1 At least ten (10) Days before the beginning of data collection, the Contractor shall Provide the County PM with a draft of the tool(s) the Contractor proposes to use for the County PM's approval. No data collection shall be conducted until the County PM has approved in writing the tool to be used in that collection.

5.2.2.4.2 If the Contractor will collect data using tools in addition to face-to-face meetings, such as by using a written survey questionnaire, the Contractor shall Provide the County PM with a draft of the tools it plans to use for the County PM's approval. No interviews or other data collection methods involving stakeholders shall be conducted until the County PM has approved the tools to be used in the data collection. The County PM's approval shall be in writing.

5.3 Phase 2 – High-level Design

5.3.1 Purpose

The purpose of this Phase is to help insure the Contractor and the County agree on the technologies the Contractor will analyze in detail for the Final Report before the Contractor has spent too many hours on this Phase of the project. In particular, we want to avoid the Contractor presenting a Final Report that is significantly different from what the County intended in the Contractor to have done. The purpose of this Phase is not to limit the Contractor, but to provide the Contractor with sufficient guidance at an early stage to enable the Contractor to meet the County's expectations, and, if necessary, to realign its direction to avoid later misunderstandings.

5.3.2 Service

The Contractor shall draft a brief high-level design document. The high-level design document shall include, at a minimum:

- A list of all technologies currently available or likely to be available in the next four (4) years that could potentially be used in the Network to meet the Region's public safety communications Requirements and local conditions;
- Criteria the Contractor used in deciding which of the technologies on the list are inappropriate for use in the Network and which are Viable Technologies deserving of further analysis to determine which are the best, most cost-efficient technologies for use in the Network and other items. One of these criteria shall be spectrum requirements;
- A chart showing whether each technology meets or does not meet each of the criteria;
- For each technology, a brief summary of the reasons why it is either (1) not suitable for use in the Network or (2) a Viable Technology suitable for further analysis to determine whether it is the best, most cost-efficient technology for use in the Network;
- A description of the basic characteristics of each of the Viable Technologies including:
 - A few design characteristics intended to illustrate the Viable Technology, and
 - High-level factors known to affect implementation of the Viable Technology; and
- Examples of where these technologies are in use, if at all; and
- A list of all the assumptions the Contractor made in completing the High-level Design document.

5.4 Phase 3 – Draft and Final Report Outlines

5.4.1 Purpose

The purpose of this Phase is to help insure the Contractor and the County agree on the structure and major content of the Technical Report and the Governance and Operations Report (collectively Reports) before the Contractor has spent too many hours on the project. In particular, we want to avoid the Contractor presenting Reports that are significantly different from what the County expected to have done. Again, the purpose is not to limit the Contractor, but to provide the Contractor with sufficient guidance at an early stage to enable the Contractor to meet the County's expectations, and, if necessary, to realign its direction to avoid later misunderstandings.

5.4.2 Services

5.4.2.1 The Contractor shall draft separate written outlines of the Technical Report and the Governance and Operations Report. The Outlines shall include at minimum:

- A general plan for the report including the structure of the report and a brief description of the tasks and analysis that will be done to produce the report's conclusions and Recommendations;
- A systematic listing of the most important points for the report;
- A description of key charts, graphs, illustrations, and designs; and
- A list of any resources or activities being requested from the County PM, such as to facilitate meetings, bring groups together for discussions, or gain access to locations (such as current radio sites or dispatch locations) to facilitate the RFP Services, or to collect data.

Note:

- The Outlines are not intended to be a detailed work plan.
- The Outlines need not include the technology or equipment to be used in the Network in detail.
- The Outlines need not include detailed analysis of the important points listed.

5.5 Phase 4 - Report Drafts

5.5.1 Purpose

One purpose of this Phase is for the Contractor to answer the questions and make the Recommendations posed in the SOS. A second purpose is to have the Contractor review and discuss those answers and Recommendations with Stakeholders to catch (and then correct) mistakes, identify (and then clarify) unclear material, locate parts of the Reports where additional detail is needed (and then add that detail), and identify (and attempt to resolve) differences of opinion prior to finalizing the Reports.

5.5.2 Service

The Contractor shall deliver a Technical Report draft consisting of two parts:

- Part A: Recommendation of the Best, Most Cost-Effective Technology
- Part B: Answers to Specific Questions

Note: All cost estimates shall be computed within an accuracy of plus or minus (\pm) ten percent (10%).

5.5.2.1 Purpose – Part A

The Purpose of Part A is for the Contractor to recommend which technology, out of all the Viable Technologies, is the best, most cost-effective technology for meeting the Region-wide communications Requirements, problems, and local conditions, and to determine the cost of implementing such a technology. A second purpose is for the Contractor to propose a model for network operational security. A third purpose is for the Contractor to propose a model for data and voice service management. A fourth purpose is for the Contractor to explain the rationale for its recommendation and methodologies.

5.5.2.2 Service – Part A

Part A of the Technical Report shall contain, at minimum, the following information:

- The Viable Technologies;
- The list of all of the technologies evaluated;
- The criteria the Contractor used in evaluating all of the technologies;
- The criteria the Contractor used in evaluating each Viable Technology, if different;
- The benefits and detriments of using each Viable Technology in the Region;
- A network operational security model;
- A data and voice service management model;
- A mapping between each Viable Technology and each problem in the Problem Statement, including, but not limited to, a discussion of the impact of the Viable Technology on the problem;
- A mapping between each Viable Technology and each method for mitigating each risk identified earlier including, but not limited to, a discussion of the impact of the Viable Technology on the risk;
- A mapping between each Viable Technology and the network operational security model;
- A mapping between each Viable Technology and the data and voice service management model;
- The cost of implementing each Viable Technology Region-wide including;
 - 1) a system with Basic Functions (voice only), and 2) a system with Basic Functions and the addition of High Speed Data either as a separate system or as an integrated system, whichever the Proposer determine would be best.
 - Total Cost of Ownership, including the costs of main components separately broken out;
 - One of these components shall be a typical site including the costs for site acquisition, permitting, the generator, HVAC, battery back-up, and other costs separately broken out.
 - Annual Cost of Ownership, including the costs of main components, i.e., year 1, year 2, year 3, ...;
 - Costs for each county assuming the systems are funded and constructed county-by-county;
 - Costs assuming the systems are funded and constructed in a single build effort;
 - Costs assuming the systems are operated by multiple entities;
 - Costs assuming the systems are operated by a single entity; and
 - Cost saving achievable by using existing government assets including, but not limited to, sites, towers, installed optical fiber, microwave, etc.
- The spectrum required for implementing each Viable Technology in the Region including:
 - The amount and type of spectrum required;
 - The amount and type of spectrum available in the Region;
 - A comparison of the spectrum required and the spectrum available (gap analysis); and
 - Recommendations for how to fill the gap, if any.
- The time necessary to deploy each Viable Technology Region-wide;
- The impact of each Viable Technology on the Operational Model and customer service of the Network. For example, one technology may function using a single switch for the entire Network while a second technology uses several distributed switches;

- A Recommendation of the Best, Most Cost-Effective Technology for meeting local conditions and Requirements with the rationale for that Recommendation;
- A list of other jurisdictions of comparable size (area, terrain, number of radios, and uses) that have used the Recommended Technology in their Public Safety Communications systems;
- A statement of the specific security measures required at remote sites and the costs associated with deploying, operating, maintaining, and repairing these measures; and
- A list of the assumptions the Contractor made in completing this part of the Final Report.

5.5.2.3 Purpose – Part B

The Purpose of Part B is for the Contractor to answer each of the questions in Appendix D.

5.5.2.4 Service – Part B

Part B of the Technical Report shall contain, at minimum, answers to each of the questions in Appendix D in order. In addition, to the extent the Contractor thinks there are important questions not clearly covered in another part of the Technical Report, the Contractor shall also include these questions and their answers in this Part B.

Part B shall also include a list of all the assumptions the Contractor made in completing the Technical Report.

5.5.3 Governance and Operations Report draft

5.5.3.1 Purpose – Governance and Operations Report draft

The Purpose of the Governance and Operations Report draft is for the Contractor to share its methodologies, answers and recommendations regarding Governance and Operational Models with Stakeholders and to explain its rationale for them so the Contractor and Stakeholders can review and discuss those methodologies, answers and Recommendations with Stakeholders to catch and then correct mistakes, identify and then clarify unclear material, locate parts of the Reports where additional detail is needed and then add that detail, and identify and attempt to resolve differences of opinion prior to finalizing the Reports.

5.5.3.2 Service – Governance and Operations Report draft

The Governance and Operations Report draft shall contain, at minimum:

- The key components of Governance Models;
- The major alternatives for each of the key components together with a brief statement of the benefits and detriments of each alternative;
- A description, review, and evaluation of the Governance Models currently in use in the Region;
- A description, review, and evaluation of other major Governance Models the Contractor is aware of and where they are in operation, if at all;
- A recommendation of the Governance Model the Contractor thinks would be best for use in the Region and the rationale for the recommendation;
- A description, review, and evaluation of other major Operational Models the Contractor is aware of;
- A recommendation of the best Operational Model for use in the Region and the rationale for that recommendation; and
- The assumptions the Contractor made in completing each part of the Governance and Operations Report.

5.6 Phase 5 – Finalization of Reports

5.6.1 Purpose

The purpose of this Phase is for the Contractor to finalize the Technology Report and the Governance and Operations Report.

5.6.1.1 Service - Technology Report

The Technology Report shall include, at minimum:

- Finalization of all of the information listed in 5.5.2; and
- Correction of mistakes, clarifications of unclear material, addition of needed detail, and listing and description and potentially resolution of differences of opinion previously identified.

5.6.1.2 Service - Governance and Operations Report

The Governance and Operations Report shall include, at minimum:

- Finalization of all of the information listed in 5.5.3; and
- Correction of mistakes, clarifications of unclear material, addition of needed detail, and listing and description and potentially resolution of differences of opinion previously identified.

5.7 Phase 6 – Report to the REPC

5.7.1 Purpose

The purpose of this Phase is to insure the REPC understands the Final Reports, including findings and recommendations, and has an opportunity to ask the Contractor questions arising from the Final Reports.

5.7.2 RFP Services

The Contractor shall attend in person at least one meeting of the REPC in the Region. At the meeting, the Contractor shall:

- Present a brief summary of the key findings and recommendations in the Technical Report together with a brief rationale for the major components for each recommendation;
- Present a brief summary of the key findings and recommendations in the Governance and Operations Report together with a brief rationale for the major components for each recommendation; and
- Answer questions posed by REPC members and any guests.

If, for any reason, the Contractor does not complete its presentation and answer all of the questions posed to it, the REPC may require the Contractor to attend an additional REPC meeting in person in the Region, by teleconference, or by telephone, at the REPC's sole discretion.

SECTION III – SELECTION OF CONTRACTOR

1. PROPOSAL RESPONSES

1.1 Introduction

Proposal responses should focus on demonstrating the Proposer's ability to perform the RFP Contract, including the Scope of Services Work plan. Specifically, the Proposal should be sufficiently clear and well organized to enable the County to evaluate the Proposer's ability to perform the RFP Contract, including the Scope of Services based on the criteria defined in this RFP. The Proposal shall be a stand-alone document that does not rely on any other document not named and included in the Proposal.

The content of the Proposal shall be at the discretion of the Proposer. This RFP describes the minimum information that a Proposer must include in a satisfactory Proposal and the order in which the information must be labeled and included. In addition to the specific information listed in this RFP as required or desirable elements of the Proposal, the Proposer may also include any additional information it thinks is relevant for the County to consider in evaluating the Proposal using the Evaluation Criteria.

Proposals must be submitted using the Proposal Template contained in [Appendix F](#). Proposals that are submitted without using the Proposal Template will be disqualified and will not be scored.

Proposals shall answer all questions and Provide information clearly and concisely. For example, when answering a question it is unacceptable to include a brochure and to direct raters to look at a specific place in the brochure. This will also result in a deduction of points in the category COMMUNICATIONS AND QUALITY CONTROL. In addition, raters will not search for information or answers nor will the County take responsibility for failing to score information that raters did not find.

Proposers are encouraged to also propose changes to deliverables or to the general approach in addition to submitting a Proposal that meets the requirements of this RFP. However, if a Proposer proposes changes to deliverables or to the general approach, it must also submit additional information consistent with those changes.

If there is a conflict between a provision of Section I or II of this RFP and [Appendix F](#), the provision in Appendix F shall control.

1.1.1 Proposer's Responsibilities

The Proposer shall pay for all of the expenses it incurs arising from its Proposal and participation in this RFP process including, but not limited to, research, writing, planning, printing, copying, taxes, and travel. The County shall not be liable for any of these expenses.

The Contractor will need to conduct some of this work in the Region but it will not be a condition of the Contract that the Contractor, or any of its employees or partners, reside in the Region during the term of the Contract.

Because the Contractor may need to access sensitive information, such as law enforcement information, and systems to provide the Services, some or all of the Work Team members and/or the Proposer may need to undergo and pass a background check before it can begin work on the Contract. The Proposer may need to Provide its own background check and/or Provide the information request by an agency so the agency can perform such a check.

1.1.2 County Responsibilities

The County PM will assist the Contractor with arranging meetings in the Region, including scheduling meetings and meeting locations. Final responsibility for scheduling the meeting and meeting locations shall rest with the Contractor, however.

If the Contractor requests, the County will Provide a workspace and telephone for up to two people when the Contractor is working in the Region on this Contract subject to the availability of space and

the County's approval. The County will not provide a computer, software, copying, a car, parking, clerical assistance, or any other tools, services, or facilities.

The County will supply the Consultant with copies of available reports, test results, and minutes that the Consultant requests after discussions with the County's PM. Examples of these materials include The Radio Communication Services 2007-2011 Business Plan, The Pierce County Sheriff's Department Communications Technology Blueprint, The Regional Technology Integration Interoperability Enhancement Roadmap Preliminary Report, The Washington Statewide Communications Interoperability Plan, after action reports, and minutes from REPC Subcommittee meetings. The Consultant will be asked to sign a County non-disclosure agreement prior to receiving this material.

1.2 Mandatory Organization and Content of Proposal Response:

Material demonstrating the Proposer's Specialized Experience, Technical and Management Competence, and Past Performance

A. CONTRACTOR INFORMATION

1.2.1 Describe the Proposer's experience providing Public Safety Communications Network advisory services. Identify the total number of professionals the Proposer employs who advise public sector entities on Public Safety Communications Networks more than half of their work hours.

1.2.2 Identify the public sector entities with which the Proposer currently contracts to serve as Public Safety Communications Network advisors. Briefly describe those services and Provide information showing that the Proposer has a sufficient number of staff and that this staff has the range of skills needed to complete the RFP for this Project on time and in a high quality manner.

1.2.2.1 If the Proposer submits a Proposal that also includes proposed changes to one or more Services, Provide information showing that the Proposer has a sufficient number of staff and that this staff has the range of skills needed to complete the work, including the proposed changes in Services, on time and in a high quality manner.

1.2.2.2 If the Proposer submits a Proposal that also includes an alternative set of Services, Provide information showing that the Proposer has a sufficient number of staff and that this staff has the range of skills needed to complete the work, including the alternative set of Services, on time and in a high quality manner.

1.2.3 Provide a list of all public sector entities within the United States similar to those in the Region (1st: multijurisdictional; 2nd: number of radios; 3rd: presence of urban, suburban, rural, rural recreational areas; 4th: population) to which the Proposer currently supplies Public Safety Communications Network advisory services. Provide contact information (name, title, employer, email address, phone number, date of contract, and Release of Information) for each such entity that the County may contact regarding the Proposer's services, including that of the Proposer's employees, agents, partners, joint ventures, and subcontractors.

1.2.4 Provide a list of all public sector entities within the United States similar to those in the SOS (1st: multijurisdictional; 2nd: number of radios; 3rd: presence of urban, suburban, rural, rural recreational areas; 4th: population) to which the Proposer has supplied Public Safety Communications Network advisory services within the last five (5) years but no longer provides services. Provide contact information (name, title, employer, email address, phone number, contact date, and Release of Information) for each such entity whom the County may contact regarding the Proposer's services. The preferred contact point is the person who was the project lead for the client entity.

1.2.5 Provide at least three (3) and no more than five (5) examples (ten copies of each example) of final written reports submitted and accepted for completed projects comparable to the RFP SOS. If any member of the Proposed Work Team contributed to any part of the examples, indicate the Work Team member's work on the example.

1.2.5.1 If the Proposer submits a Proposal that also proposes changes to one or more Services, Provide three (3) examples (ten copies of each example) of final written reports submitted and accepted for completed projects comparable to the RFP with the proposed changes to one or more Services.

1.2.5.2 If the Proposer submits a Proposal that also proposes an alternative set of Services, Provide three (3) examples (ten copies of each example) of final written reports submitted and accepted for completed projects comparable to the alternative set of Services.

1.2.6 Identify the parts of the SOS, if any, that will be performed by Small Contractors and Suppliers (SCS) as defined in Part 7 below. Information should be submitted in accordance with Part 7.

1.2.6.1 If the Proposer submits a Proposal that also proposes changes to one or more Services, identify the parts of the changed Services, if any, that will be performed by Small Contractors and Suppliers (SCS) as defined in Part 7 below. Information should be submitted in accordance with Part 7.

1.2.6.2 If the Proposer submits a Proposal that also proposes an alternative set of Services, identify the parts of the alternative Scope of Services, if any, that will be performed by Small Contractors and Suppliers (SCS) as defined in Part 7 below. Information should be submitted in accordance with Part 7.

1.2.7 Identify all of public sector entities the Proposer has had a contract with in the past five (5) years to serve as Public Safety Communications Network advisors:

1.2.7.1 Where the Proposer has sued, filed a claim, or sent a notice of breach of contract. Briefly describe the status of each of these matters. If a court case was filed, Provide: 1) the name and contact information where the case was filed, 2) the name and docket, matter, or file number for the case, 3) the current status of the case, including, but not limited to, pending appeals, and 4) a copy of any settlement documents related to the case.

1.2.7.2 Where the Proposer has been sued, has had a claim filed against it, has received a notice of breach of contract, or has received notice of contract termination. Briefly describe the status of each of these matters. If a court case was filed, Provide: 1) the name and contact information where the case was filed, 2) the name and docket, matter, or file number for the case, 3) the current status of the case, including, but not limited to, pending appeals, and 4) a copy of any settlement documents related to the case.

1.2.8 Provide in narrative form information that would show that the Proposer, and its Subcontractors, if any, is economically viable and has sufficient resources to complete this project fully, on schedule, within scope, within budget, and at an outstanding quality level.

1.2.8.1 Publicly traded U.S. companies shall submit copies of their most recent 10-K and 10-Q forms. Publicly traded foreign owned companies shall submit copies of their most recent 20-F and/or 40-F forms, as applicable.

1.2.8.2 Companies that are not publicly traded (closely held) shall submit copies of audited financial statements, including notes there to; balance sheets; statements of income; and statements of cash flow.

1.2.9 Indicate whether the Proposer or any members of the Proposed Work Team has, or has had within the last two years, an ongoing working relationship, formal or informal, with any equipment manufacturer or vendor. If so, indicate the name of the equipment manufacturer or vendor and describe the nature of the relationship.

1.2.10 Indicate whether the Proposer or any of the members of the Proposed Work Team is, or has been within the last two years, involved with the development, testing, adoption, or marketing of any technical standards for use in public safety communications. If so, indicate:

- The name of the standards organization,

- The name of the standard(s),
- The name and position of the person(s) involved, and
- The nature of their involvement with the standard

B. Individual Qualifications

1.2.11 Provide an organization chart that lists all individuals who would be assigned to perform the Contract work, whether an employee, contractor, subcontractor or otherwise. For each individual Provide the following information:

- Role on the Proposed Work Team; and
- The Work they will perform.

1.2.11.1 If the Proposer also proposes changes to one or more Services, Provide an organization chart that lists all individuals who would be assigned to accomplish the changed Scope of Services, whether an employee, contractor, subcontractor or otherwise. For each individual Provide the following information:

- Role on the Proposed Work Team; and
- The Work they will perform.

1.2.11.2 If the Proposer also proposes an alternative set of Services, Provide an organization chart that lists all individuals who would be assigned to accomplish the alternative Scope of Services whether an employee, contractor, subcontractor or otherwise. For each individual Provide the following information:

- Role on the Proposed Work Team; and
- The Work they will perform.

1.2.12 Provide brief biographical information for each individual on the Proposed Work Team that identifies their educational background, work history, and past experience serving in similar roles with similar projects. Emphasis should be given to work within the last three (3) years on projects of similar scope and complexity.

1.2.12.1 If Proposal proposes changes to one or more Services, Provide this same information for the Proposed Work Team.

1.2.12.2 If the Proposal also proposes an alternative set of Services, Provide this same information for the Proposed Work Team.

1.2.13 Describe the specific knowledge and experience for each individual on the Proposed Work Team in the following specialized areas: Public Safety Communications Network design, Public Safety Communications Network construction, Public Safety Communications Network operations, Public Safety Communications Network finance and costs, and multi-jurisdictional Public Safety Communications Network governance.

1.2.13.1 If the Proposer also proposes changes to one or more Services, Provide this same information for the Proposed Work Team.

1.2.13.2 If the Proposer also proposes an alternative set of Services, Provide this same information for the Proposed Work Team.

1.2.14 Describe the specific knowledge and experience of each individual on the Proposed Work Team in the following specialized areas: 800MHz trunked radio systems, 700 MHz trunked radio, VHF radio systems, microwave wideband radio, wireless data systems, P25, TETRA, Wi-MAX, LTE, and fiber optic systems.

1.2.14.1 If the Proposer also proposes changes to one or more Services, Provide this same information for the Proposed Work Team.

1.2.14.2 If the Proposer also proposes an alternative set of Services, Provide this same information for the Proposed Work Team.

1.2.15 Provide three (3) work references (name, title, employer, address, and phone number) and corresponding Releases of Information for the person on the Proposed Work Team who will serve as the primary technical lead. Provide two (2) examples (ten copies) of their work in similar roles. If these people have contributed to the examples submitted under paragraph 1.2.5, note that here. There is no need to include additional examples if there are two examples in 1.2.5 and it is so noted here.

Provide three (3) references (name, title, employer, address, and phone number) and corresponding Releases of Information for the person on the Proposed Work Team who will serve as the Project Manager. Provide two (2) examples (ten copies) of their work in similar roles. If these people have contributed to the examples submitted under paragraph 1.2.5, note that here. There is no need to include additional examples if there are two examples in 1.2.5 and it is so noted here.

Provide at least one work reference (name, title, employer, address, and phone number) and corresponding Releases of Information for each of the other members of the Proposed Work Team.

1.2.15.1 If the Proposer includes proposed changes to one or more Services, Provide this same information for the Proposed Work Team.

1.2.15.2 If the Proposer includes a proposed alternative set of Services, Provide this same information for the Proposed Work Team.

1.2.16 The Proposer should understand that if it is selected as the Proposer most advantageous to the County, this selection is based, in part, on the composition of the team it proposed to use to complete the Contract. The County reserves the right, in its sole discretion, to approve all of the individuals working on the Contract throughout the life of this project.

No one shall begin work on the project unless the County has first approved their participation.

1.2.16.1 Once members of the team are approved, the Proposer agrees to not replace any members of the Team unless:

- That member of the team leaves the Proposer's organization or receives a new job in the Proposer's organization and is doing no work of the type originally contemplated in the Proposal;
- The proposed replacement has skills and a background equal to or better than the person being replaced; and
- The proposed replacement is approved by the County prior to beginning work on the Project.

1.2.16.2 The Proposer understands that the County has the right, at its sole discretion, to reject any proposed member of the team. In addition, the County has the right, at its sole discretion, to require that the Contractor replace members of the team. The County need not show cause for rejecting a proposed member of the team or for requesting the replacement of a member of the team as the County may take these actions without the fault of either party, e.g., a personality conflict.

1.3 Material Demonstrating the Proposer's Project Approach and Project Schedule

1.3.1 Services Work Plan

All Proposals shall include a Work Plan that describes how it will deliver each of the Scope of Services. The Plan shall include, at minimum, the following elements and shall be presented in the following order:

- The Proposer's methodology for completing and accomplishing the tasks, goals and objectives of this Project as required in this RFP.

For example, include a proposal for collecting the necessary data and for holding face-to-face meetings in the Region with, at minimum, the agencies listed in Section I 5.2.2.3 (and their invitees). Describe the methods the Proposer that would be used` for that purpose. Answer the questions: “What data will be collected?” “Who will data be collected from?” and “How will the data be collected?”

- The Proposer’s approach to the project and Work Products as outlined in this RFP;
- The Proposer’s philosophy and approach to providing Work Products as outlined in this RFP;
- The Proposer’s proposal for coordinating its work with the County PM;
- The Proposer’s schedule for delivering the RFP Services;
- The Proposer’s budget for delivering the RFP Services; and
- The Proposer’s proposal for how it would include Stakeholders in delivering the RFP Services.

1.3.1.1 The Proposal may also include changes to one or more Services and/or a proposed alternative set of Services

1.3.1.2 If the Proposal includes proposed changes to one or more Services, Provide the same information for the proposed changes as listed in 1.3.1.

1.3.1.3 If the Proposal includes a proposed alternative set of Services, Provide the same information for the alternative set of Services as listed in 1.3.1.

1.3.2 Proposal Services Work Plan

The Proposer is also encouraged to suggest one or more alternatives to the County’s defined Scope of Services or method of work, if it thinks there is another superior method of accomplishing the Project’s tasks, goals and objectives. Alternatives must be submitted *in addition* to the material required in Sections 1.3.2 above, not in lieu of it.

To be considered, an Alternative Proposal Services Work Plan shall include:

- A list of Proposal Services; and
- A Work Plan that produces the Proposal Services. The Plan shall include, at minimum, the following elements and shall be laid out in the following order:
 - The Proposer’s methodology for completing and accomplishing the goals and objectives of this Project, including, but not limited to, a proposed a methodology for collecting the necessary data (answer the question “How will the Proposer do it?”) to complete the Proposal Services Work Plan;
 - The Proposer’s approach to the project and Proposal Work Products as outlined in its Proposal Services Work Plan;
 - The Proposer’s philosophy and approach to providing Proposal Work Products as outlined in its Proposal Services Work Plan;
 - The Proposer’s proposal for coordinating its work with the County PM;
 - The Proposer’s schedule for delivering the Proposed Services;
 - The Proposer’s budget for delivering the Proposed Services; and
 - The Proposer’s proposal for how it would include Stakeholders in this work.

1.4 Acceptance of the County’s Terms and Conditions.

1.4.1 If the Proposer fully accepts the County’s Terms and Conditions, it must include the following statement signed by a person authorized to bind the Proposer: “Proposer agrees that if it is chosen to negotiate a contract based on its response to this RFP, it agrees to the full incorporation of those Terms and Conditions attached to this RFP in [Appendix E](#) into the Contract without modification.”

Any additions, deletions, or modifications required by a Proposer, including material labeled as clarifications, explanations, simplifications, changes, or with a similar term, shall be deemed to be a

rejection of the Terms and Conditions. Proposers who do not state that they are unconditionally willing to accept the Contract Terms and Conditions exactly as written in Appendix E will receive zero points for this section.

1.4.1.1 Notwithstanding the previous paragraph, the Proposer may suggest that one or more of the Terms and Conditions be added, deleted, or modified if the Proposer thinks that doing so will make the Terms and Conditions clearer. For each suggested addition, deletion, or modification, the Proposer shall include a brief statement explaining why it thinks the change clarifies the Terms and Conditions. The County is not required to incorporate any of the suggestions into the Contract.

1.5 Material demonstrating the Proposer's plans for the Use of Small Contractors and Suppliers (SCS)

1.6 Costs to County

1.6.1 The Proposer shall submit a single, full-priced Proposal to complete the Scope of Services fully, on schedule, within budget, and at an outstanding quality level.

1.6.2 If the Proposer includes proposed changes to one or more Services, the Proposer shall also submit a single, full-priced Proposal to complete the Scope of Services with all of the proposed changes fully, on schedule, within budget, and at an outstanding quality level.

1.6.3 If the Proposer includes a proposed alternative set of Services, the Proposer shall also submit a single, full-priced Proposal to complete the Scope of Services with the proposed alternative set of Services fully, on schedule, within budget, and at an outstanding quality level.

1.6.4 All cost Proposals and payments shall be in US dollars.

1.6.5 A Proposer shall Provide the following copies of material to the County under the Contract:

Item	Printed Bound Copies	Printed Unbound Copies	Digital Copies (on disk or other storage media)	Email Copies
Interview Protocol	1			1
Interview Data	10	1	1	
High-level Design	10	1	1	
Final Report Outline	15	1	1	
Final Report Draft Document	20	1	1	
Final Report	30	1	1	
Slides and Written Material for Final Report Meeting	30	1	1	

1.6.5.1 The County and members of the REPC may use and make as many copies of project material, including, but not limited to, proposals, interview material, and all material arising from the contract, as it deems necessary. The County and members of the REPC may make copies in whatever form and using whatever medium (paper, electronic, DVD, etc.) it deems best.

2. EVALUATION CRITERIA

2.1 Introduction

The information described in Section 2, Part 1 must be included in each Proposal. Proposals that do not include all of the required information in the proper category will be deemed nonresponsive and will not be scored.

All of the people listed as contacts for projects and all people listed as references shall have personal knowledge of the Proposer's performance during the referenced contract. More than one person can be listed as the contact or reference but all must have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project. The reference shall be the project's owner or a representative of the owner. An owner's representative is defined as a firm or individual hired by the owner to oversee the project performed by the prime Contractor. Contractors that provided services under the cited project shall not be used as references if they worked as the Proposer's subcontractor on the cited project.

Whenever the Proposer Provides the name of a reference or a project contact who can describe the work performed by the Proposer, the County must receive a signed copy of the attached Release of Information for that person or institution. For example, if Sally Smith would be the Program Manager for this Work and John Jones is listed as a reference for Ms. Smith, then a Release of Information signed by Ms. Smith allowing John Jones to speak with a representative of King County or its designee solely for the purpose of this Proposal must be included with the Response.

The Proposer's score will be lower if the information the Proposer Provides is not confirmed by the references, project contacts, and similar people the Proposer lists for that purpose in the Proposer's Response. Therefore, the Proposer may want to contact these people prior to submitting the Proposer's Response to insure they are willing to discuss the necessary information with us.

2.2 Evaluation Criteria

All proposals shall be evaluated in accordance with the following criteria:

2.2.1 Specialized Experience, Technical and Management Competence, Qualifications, and Past Performance

2.2.1.1 Raters will evaluate the experience, technical and management competence, and qualifications, and past performance of the Proposer's proposed project team, including each member's specific role and responsibility proposed for this project and their past experience and expertise in the areas for which they are proposed. Raters will also evaluate the overall organization of the team and appropriate inclusion of all staff levels (senior, mid-level, and entry level). In addition, raters will evaluate the project team's record of performance on similar contracts including, but not limited to, quality of service, communications with client, and adherence to the work schedule without decreasing the project's Scope of Services or increasing its costs.

2.2.1.2 Emphasis for all personnel except the Project Manager will be placed on technical competence, experience and expertise in performing work tasks similar to those assigned for this project, and past performance on projects that are similar in scope and complexity to this Project.

2.2.1.3 The Project Manager's experience should demonstrate strong management skills and successful past experience managing contracts of a similar nature. Project management skills include: managing and maintaining overall design budget, task budgets, and subcontractor's budgets; reporting on budget and schedule; ensuring timely and accurate invoicing; ensuring high quality timely services; providing timely notice and documentation of changes; managing and coordinating subcontractors communicating and coordinating project activities; and being the primary point of contact and communication with the client. The Project Manager must have experience with a similar multijurisdictional project within the last 3 years. The project must have involved work for a governmental client, where the client's service area contains a resident

population of a least 1,000,000 people, was served by multiple trunked Land Mobile Radio (LMR) voice communications systems with at least 10 sites and one or more of the sites having at least 20 voice channels that the Consultant helped transform into a single system, and where the Project Manager was primarily responsible for the project elements listed in the Proposer's proposed Scope of Work.

2.2.1.4 Proposers will receive fewer points for projects it participated in that were completed over budget, late, or with a reduced Scope of Services unless the Proposer can document agreement with the agency letting the contract on the basis for the change from the initial contract and that the change was not due to the negligence, intent, or incompetence of the Proposer. Proposers will also receive fewer points if the information it supplies differs significantly from the information supplied by its references.

2.2.2 Project Approach and Project Schedule

Raters will evaluate the Proposer's Project Approach and Project Schedule to determine the Proposer's understanding of and approach to the Scope of Services, appropriate allocation and commitment of key personnel to specified tasks, appropriate use of subcontractors, allocation of experienced individuals to appropriate tasks, division of work among the Contractor and any subcontractors, partners, or agents, understanding of schedule constraints, understanding of time and schedule elements per task, and overall approach for this Project. At minimum, the Proposer's approach must be quantifiable, logical, and understandable.

2.2.2.1 If the Proposer also includes proposed changes to one or more Services and/or a proposed alternative set of Services, the Raters will rate any Proposal that includes changes to one or more Services and/or a proposed alternative set of Services if they determine the changed/alternative Proposal would be advantageous to the County.

2.2.3 Acceptance of Terms and Conditions (Yes/No)

If the Proposer fully accepts the County's Terms and Conditions, it must include the following statement signed by a person authorized to bind the Proposer: "Proposer agrees that if it is chosen to negotiate a contract based on its response to this RFP, it agrees to the full incorporation of those Terms and Conditions attached to this RFP in Appendix E into the Contract without modification."

Any additions, deletions, or modifications required by a Proposer, including material labeled as clarifications, explanations, simplifications, changes, or with a similar term, shall be deemed to be a rejection of the Terms and Conditions. Proposers who do not state that they are unconditionally willing to accept the Contract Terms and Conditions exactly as written in Appendix E will receive zero points for this section. Proposers who state that they are unconditionally willing to accept the Contract Terms and Conditions exactly as written in Appendix E will receive ten (10) points for this section.

2.2.3.1 Notwithstanding the previous paragraph, the Proposer may suggest that one or more of the Terms and Conditions be added, deleted, or modified if the Proposer thinks that doing so will make the Terms and Conditions clearer. For each suggested addition, deletion, or modification, the Proposer shall include a brief statement explaining why it thinks the change clarifies the Terms and Conditions.

2.2.4 Use of Small Contractors and Suppliers (SCS)

County law requires that contractors use Small Contractors and Suppliers in some County contracts. This is explained further in Part 5 of this Section.

2.2.5 Cost Differences/Budget

Proposals will also be scored based on the fixed price proposed for the Contract. The lowest price fully responsive and otherwise satisfactory proposal will be given ten (10) points. Proposals \$50,000 or less over the amount of the lowest price proposal will be given nine (9) points. Proposals more than \$50,000 over the amount of the lowest price proposal but less than or equal to \$100,000 over the price

of the lowest price proposal will be given eight (8) points, Proposals more than \$100,000 over the amount of the lowest price proposal but less than or equal to \$150,000 over the price of the lowest price proposal will be given seven (7) points. Proposals more than \$150,000 over the amount of the lowest price proposal but less than or equal to \$200,000 over the price of the lowest price proposal will be given six (6) points. Proposals more than \$200,000 over the amount of the lowest price proposal but less than or equal to \$250,000 over the price of the lowest price proposal will be given five (5) points. Proposals more than \$250,000 over the amount of the lowest price proposal but less than or equal to \$300,000 over the price of the lowest price proposal will be given four (4) points. Proposals more than \$300,000 over the amount of the lowest price proposal but less than or equal to \$350,000 over the price of the lowest price proposal will be given three (3) points. Proposals more than \$350,000 over the amount of the lowest price proposal but less than or equal to \$400,000 over the price of the lowest price proposal will be given two (2) points. Proposals more than \$400,000 over the amount of the lowest price proposal but less than or equal to \$450,000 over the price of the lowest price proposal will be given two (2) points. Proposals more than \$450,000 over the amount of the lowest price proposal but less than or equal to \$500,000 over the price of the lowest price proposal will be given one (1) point. Proposals more than \$500,000 over the price of the lowest price proposal will be given no points.

2.3 Scoring

2.3.1 Relative Weights

	Description	Points
1	Specialized Experience, Technical and Management Competence and Past Performance	40 points
2	Project Approach and Project Schedule	30 points
3	Acceptance of Terms and Conditions (Y/N)	10 points
4	Use of Small Contractors and Suppliers (SCS – See Part 5 of this Section)	10 points
5	Price	10 points
	Maximum Total Written Evaluation	100 points

2.3.2 If an award is not made based on the written evaluations alone, face-to-face interviews will be conducted with one or more of the Proposers at a location in the Region. If interviews are conducted, they will be worth a total of an additional 25 points. The final award would then be based on the total of the written evaluation and oral interview scores. **The Contractor will pay all of the expenses it incurs related to the preparation of its Proposal and its participation in any face-to-face interview.**

3. SCHEDULE (dates are tentative and will be finalized in the Contract)

Release of RFP April 17, 2009
Written Questions Due May 1, 2009
Pre-bid Conference May 8, 2009
Addendum Issued if Needed May 15, 2009
Proposals Due, No Later than 2:00 p.m. May 28, 2009
Written Evaluations Completed June 19, 2009
Interviews Conducted, if Needed..... Week of July 6, 2009
Decision on Consultant* Week of July 13, 2009

* Beginning of Contract negotiations.

Note: During the period between release of the RFP and the completed execution of the Contract document by all of the necessary parties, a Proposer **shall not** contact any member of the REPC, the REPC's Review Committee, anyone scoring the Proposals, or the County's PM about this RFP. Doing so may result in the Proposer being disqualified from submitting a Proposal or the disqualification of any Proposal it submits.

4. CONTRACT PAYMENTS TO CONTRACTOR

4.1 Acceptance and Billing

The Contractor shall be paid for each Service that is Accepted by the County and properly billed by the Contractor. The Contractor will be paid only for Contracted Services performed to the County's satisfaction and in accordance with the associated Acceptance Criteria.

4.2 Percentage

The amount the Contractor will be paid for each Service shall be the following percentage of the full Contract price:

Phase	Service	Percentage of Contract Price
1	Data Collection	15
2	High-Level Design	5
3	Report Outlines	10
4	Draft Reports	40
5	Final Reports	25
6	Meeting with REPC	5
Total		100

4.3 Retainage

The County will retain 10 % of each payment. The County shall place this retainage in an account, and the Retainage shall be paid to the Contractor upon final Acceptance of the project work by the County and close-out of the project by turning over all the data and other material produced for the project to the County.

5. KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Contractors and Suppliers (SCS) through the use of rating points in the award of King County competitively bid contracts for the acquisition of technical services. The program is open to all firms that are certified as an SCS by King County's Business Development and Contract Compliance Office.

A "Small Contractor or Supplier" (SCS) means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SCS by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County's Contracting Opportunities Program Website address: <http://www.kingcounty.gov/exec/BusinessDev/contractingopps.aspx> (Proposers may search SCS firms by accessing the "SCS Directory" tab on the left side of the screen) or contacting the BDCC office at (206) 205-0700.

In the evaluation of proposals, ten points will be allotted for SCS participation. King County will count only the participation of SCSs that are certified by King County at the date and time of proposal submittal. After tabulation of the selection criteria points of all prime submitters, ten (10) points shall be added to the score of all proposals that meet at least one of the two following sub-criterion:

5.1 If the Prime submitter who is an SCS firm and includes the SCS certification number on page one of this submittal is eligible to receive the maximum points for this criterion.

5.2 If the Prime submitter is not an SCS but will use SCSs for at least 5% of the total contract labor hours in the work to be performed in this contract, and who complete the following table and include it in their proposal submission:

SCS Certification Number	Sub-Consultant Name	Contact Name / Phone	Work to be performed	Percentage of Total Hours

SCS participation shall be counted only for SCSs performing a commercially useful function according to custom and practice in the industry. A commercially useful function is defined as a specific scope of work for which the SCS has the management and technical expertise to perform using its own workforce and resources.

6. INSURANCE

The selected Consultant shall furnish, at a minimum, Commercial General Liability, to include Products and Completed Operations, in the amount of \$1,000,000 combined single limit; \$2,000,000 aggregate. In addition, evidence of Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000 shall be Provided. Consultant shall also furnish Professional Liability, Errors and Omissions coverage with a limit of \$1,000,000. Also, if automobile travel is required of the contract, Consultant shall Provide Automobile Coverage in the amount of \$1,000,000.

Such policy/policies shall endorse King County, and its appointed and elected officials, officers, agents and employees as additional insureds.

King County reserves the right to approve deductible/self-insured retention levels and the acceptability of insurers.

7. REQUIRED FORMS


The following completed forms will be required from the **selected contractors**, prior to contract award:

- 7.1 King County Personnel Inventory Report
- 7.2 Affidavit and Certificate of Compliance with King County Code 12.16
- 7.3 Statement of Compliance - Union or Employee Referral Agency Statement (if applicable)
- 7.4 King County Code 3.04.120 and Consultant Disclosure Form
- 7.5 504/ADA Disability Assurance of Compliance and Corrective Action Plan
- 7.6 Equal Benefits Compliance Declaration Form

Copies of these forms are available by contacting the King County Procurement and Contract Services Division. They are available in paper form, or may be obtained via e-mail. Please contact Cathy Betts at 206-263-9291 or Roy L. Dodman at 206-263-9293, or by sending an e-mailed request to cathy.betts@kingcounty.gov or roy.dodman@kingcounty.gov

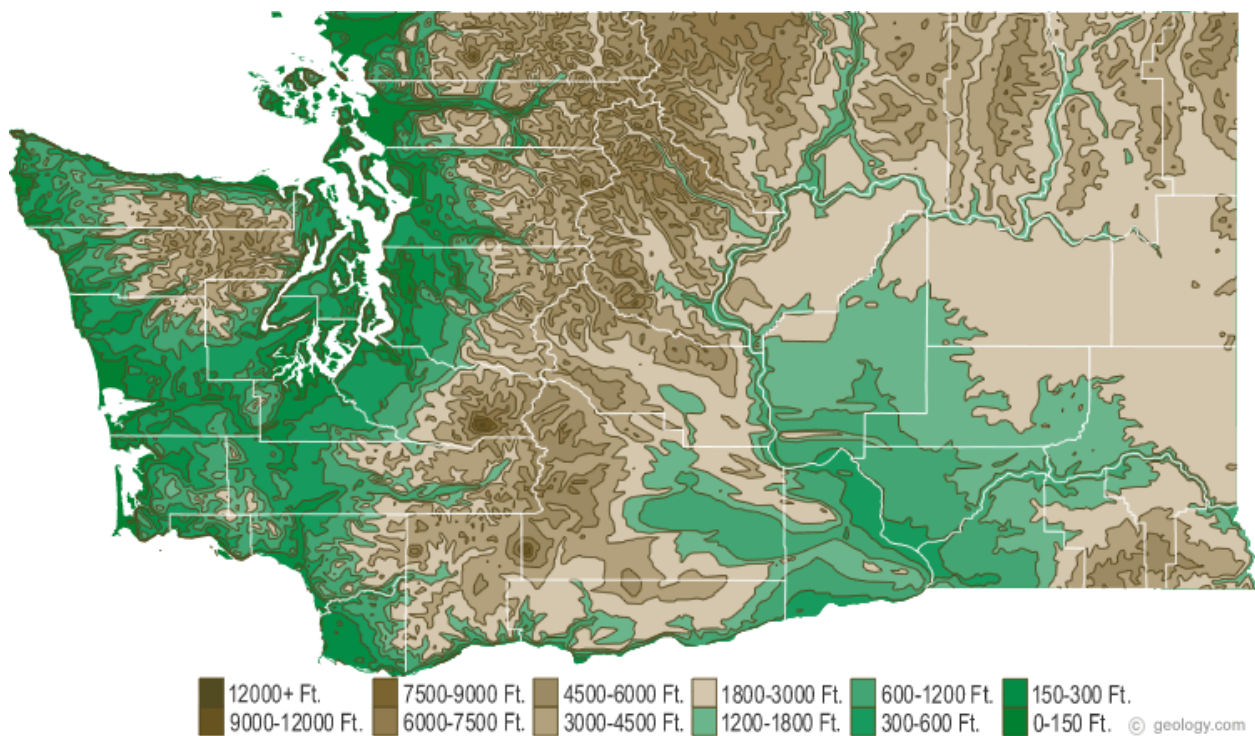
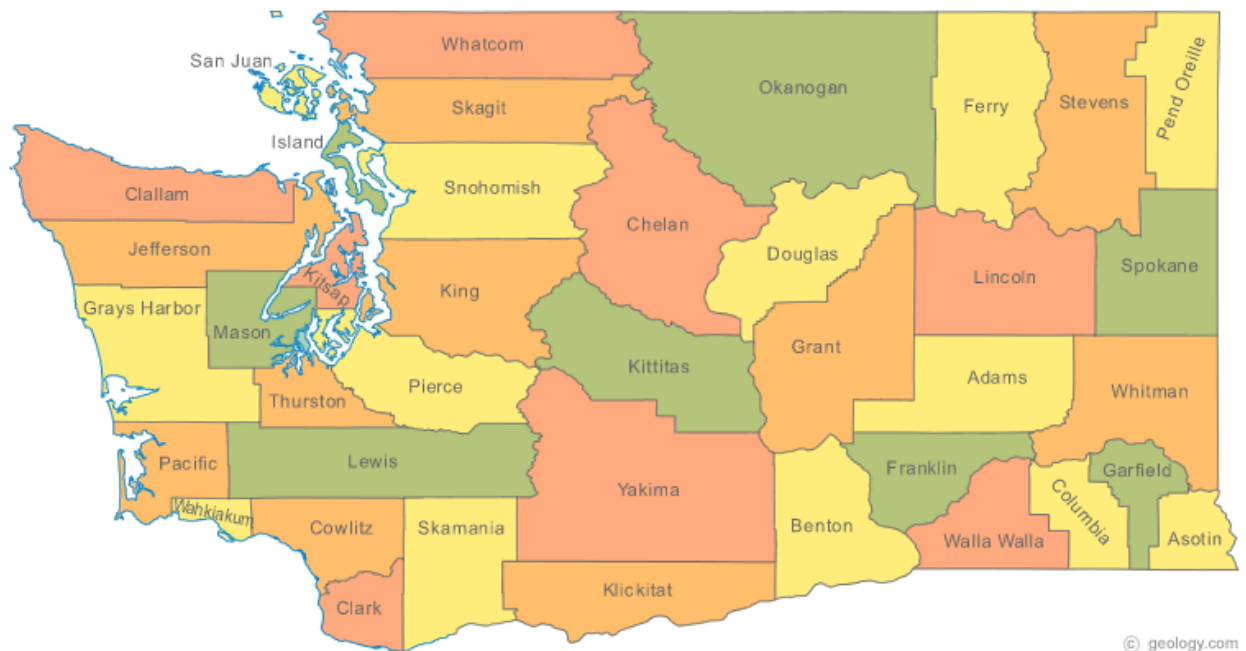
8. BID PROPOSAL CHECKLIST

- 8.1 One (1) signed copy of entire RFP package.
- 8.2 One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
- 8.3 One (1) unbound copy of proposal response marked "Original."
- 8.4 Fifteen (15) copies of proposal response.
- 8.5 Two (2) CD-ROMs, with either one (1) pdf version of the proposal, one (1) Microsoft Word version of the proposals (2000-2005 edition), or both.
- 8.6 Complete the Bid Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

U R G E N T – SEALED BID ENCLOSED Do Not Delay – Deliver Immediately	
	King County Procurement & Contract Services Section Chinook Bldg, 3 rd Floor, 401 Fifth Avenue CNK-ES-0340 Seattle, WA 98104-2333
U R G E N T	King County
Bid No.	RFP 1333-09RLD
Bid Title	Development and Consultation regarding Next Generation Emergency Radio Network
Due Date	
Vendor	
U R G E N T	U R G E N T

APPENDIX A

Maps of the Region



APPENDIX B

Information on Major Systems in the Region

	Pierce County	King County						Sno County	WSP
	Pierce	Tacoma	EPSCA	King	Port of Seattle	Seattle	Valley Com	SERS	WSP
Backbone completed	1999	2003	1994 Microwave upgrades completed in 2005. Voice radio system base stations last upgraded in 2005.	~1997 Voice radio system base stations last upgraded in 2005.	New SmartZone 4.1 System 3Q'04. New microwave system in '03.	Micro-wave upgrades complete early 2005. Voice radio system base stations last upgraded in 2005.	Voice radio system base stations last upgraded in 2005.	2003 Phase 1 and 2005 Phase 2	Yes, by Jan 2009 in King Co.
Number of users/radios	2200	2,200	2700	4944	~2,000	5,000	~ 3,500	4,000	350 in region
Type of network (VHF, 800 MHz, etc.)	VHF Analog	800 MHz Trunked	800 MHz Trunked	800MHz Trunked	800MHz Trunked	800 MHz Trunked	800MHz Trunked	800 MHz Trunked	VHF analog
Can all users easily communicate with users of all other networks in the region without loss of key radio features	P	T – all 800P – WSP and Pierce County Sheriff	P	P	P	P	P – Depends on the definition of “region”. In King Co is OK.	T	P
Sufficient back-up power	T	T	F	T	T	T	T	T	T
All significantly populated areas will have coverage for the next 5 yrs	P	T	P	P	P	T	P	T	T

LEGEND: “T” means true or yes. “F” means false or no. “P” means true, in part, and false, in part. “DK” means don’t know.

	Pierce County	King County						Sno County	WSP
	Pierce	Tacoma	EPSCA	King	Port of Seattle	Seattle	Valley Com	SERS	WSP
All areas with coverage over the next 5 years will have sufficient signal strength	F	T	P	P	P	T	F	T	T
Secure transmission (Encryption)	F	T	F	F	T	T	F	T	DK
No single point of failure	P	T	P	F	P	T	P	P	DK
Works well in most hi rise buildings	P	T	F	P	P	F	F	T	DK
Can deliver building plans and maps	F	F	F	F	F	F	F	F	DK
Can deliver suspect photographs and drawings	F	F	F	F	F	F	F	F	DK
All needed PSAP consoles are adequate	F	T	DK	T	P	T	P	P	DK
Serves users in addition to emergency responders	T	T	T	T	T	T	T	F	DK
Meets FCC's upcoming narrowband requirements	T	T	F	F	F	P	DK	T	DK
The organization plans to ask for a tax increase for a network upgrade in the next two years	P	F	F	P	F	DK	F	DK	DK

LEGEND: “T” means true or yes. “F” means false or no. “P” means true, in part, and false, in part. “DK” means don’t know.

The SmartZone 800 MHz SERS system covers all of Snohomish County providing service to public safety agencies. It is governed by a board and managed by a single, independent agency.

The King County Regional Emergency Radio System has four parts owned separately by the City of Seattle, EPSCA, King County and Valley Communications Center. These parts operate as a single Motorola SmartZone 800 MHz network controlled by a jointly owned zone controller (switch) maintained on behalf of the RCB by the City of Seattle. METRO Transit, a division of King County, also owns and operates a separate system.

There is also a smaller Motorola SmartZone 800 MHz system owned by the Port of Seattle in the County. This system covers both SeaTac Airport and the port, providing coverage to all Port of Seattle owned and operated facilities, piers, terminals and marinas. This network serves Port of Seattle, Port of Seattle Fire, Burlington Northern Santa Fe (BNSF), as well as Airport/Seaport Operations and Security.

The two Motorola SmartZone 800 MHz systems in Pierce County are owned by the City of Tacoma and City of Puyallup. These two systems are connected together and operate as a regional network serving 22 law enforcement, fire/EMS, and public works agencies and hospitals. The master site operating this network is owned by Tacoma but is available for others in the county who wish to build out or participate. By the end of 2009, all E-911 and other major dispatch centers in Pierce County will be connected to this master switch. Pierce Transit, a separate political subdivision, owns a Motorola Astro 7.x 700 MHz system. The Tacoma/Puyallup and Pierce Transit systems are not connected to each other.

There are at least two other systems in Pierce County. The Pierce County Department of Emergency Management owns and operates a VHF system. There is also a separate Pierce County Fire VHF system.

APPENDIX C

Network Requirements

The following list of Network minimum Requirements was developed by Stakeholders and Approved by the Radio Executive Policy Committee.

All Network components must meet all local, state and federal requirements, if any.

All descriptive words included in the Requirements are used in their generic sense, and not as a trademarked, proprietary, vendor or technology specific term.

Radio System Requirements

The Network shall, at minimum, meet the following radio system Requirements:

Top Priorities
<ul style="list-style-type: none">▪ Functionality and interoperability when the Network is completed – After the transition period, Network functionality and interoperability must be higher than the highest level of functionality and availability that the current systems offer.▪ Information sharing capacity – The Network must enable the sharing of information across platforms such as CAD, radio, data terminal device, pager, telephone or any other information device commonly used in Public Safety in the Region.
Additional Requirements
<ul style="list-style-type: none">▪ Backbone components - The backbone component of the system must have a very high degree of reliability.▪ Centralized service support center – The Network must include a centralized network and service support center where network upgrades, remote diagnostics, and subscriber programming can be done quickly and easily from a central location.▪ Connectivity – The Radio System shall be capable of connecting all Dispatch, PSAP and EOC locations (and each other) with a high bandwidth connection (to be specified by consultant). This high bandwidth connection shall facilitate the transport of voice, data, and video information as called out in these Requirements and the Consultant's work product under this contract.▪ Functionality and interoperability during transition period – During the transition period from the current systems to the Network, all the systems functionality, capability, and interoperability must be maintained. The transition should be planned to accomplish this even if the transition timeframe will be quite lengthy – possibly even several years.▪ Improved in-building coverage – The Network shall supply improved in-building coverage without the use of external devices.▪ Improved spectrum usage – The Network must be able to make more efficient use of the available spectrum than do the current systems. Typical methods include use of TDMA channels, reducing roaming through system design and management functions, or other means to be identified, so that the user has a higher degree of talk-path availability and/or the ability to add more users without negatively impacting system performance to a higher degree than is currently experienced.▪ Multiband Operation –Subscriber device to communicate on 700/800 MHz frequencies as well as VHF radio frequencies to allow interoperation with other agencies must be available for use with the Network. Devices must also include those over-the-air protocols or interfaces needed to support the common area usage of subscriber devices in the Region (conventional, trunking, analog, digital, P25, etc).▪ Network capability – The Network must enable all emergency response officials to share information on demand, in real time, when needed, and as authorized. These networks must

be integrated and will seamlessly support users under a single “umbrella” of radio coverage incorporating all authorized frequencies.

- Network expansion – The Network must be able to add functions, features, talk groups, channels or other resources and equipment, such as operating positions, to the system.
- Network monitoring – The Network must have improved alarm integration, reporting, and statistical analysis are required. This functionality will support alarms being seen and viewed across the technical level of system operations and will allow a technician to query other parts of the system to understand impacts across the entire system. The ability to generate reports, export data, and identify trends is also a desired functionality.
- Off-the-shelf equipment – The Network shall use standardized, commercially-available off-the-shelf equipment (generic items) such as servers, microwave and transport mechanisms, and other system elements, to the extent practical in a system of this type. The ability to substitute generic items, rather than relying on proprietary parts, is considered a priority by system users and managers.
- PSAP Connectivity – The Network must include high bandwidth connectivity among PSAPS so they can exchange data and video on demand.
- Roaming – The Network must enable users to roam across the Region while retaining radio features. The system must operate as a single seamless radio system without regard to political boundaries, physical limitations, or other factors that do not relate to the need for emergency responders to fulfill their jobs.
- Scalable – The Network must be scalable so that ownership and maintenance functions can be identified and segmented without degrading the seamless user experience.
- Self Healing – The Network must be able to know when there has been a full or partial component, subsystem, or site failure and to take steps to recover from such a failure. This recovery or partial recovery is often accomplished through redundancy in individual sites, some duplication of major items, such as controllers, or from overlapping coverage areas. An immediate recovery mechanism is important for consistent coverage and reliability of coverage.
- Space – The Network design should take advantage of high speed data communications to allow remote location of backup systems, a minimum of control equipment to be located on any individual site, and less site presence in general to facilitate building and maintaining the network.
- Spectrum efficiency – The system must only use channels and other resources on the basis of need, not dedication. An idle channel shouldn't tie up resources that a user may need.
- User profile – If feasible, the Network shall support the storage of the user profile in the overall system, rather than in the subscriber unit.
- Universal Coverage is the RF penetration and diversity that enables a typical subscriber device to communicate in any location that a First Responder may be summoned to in the course of expected business. This includes inside buildings of every type, in urban, suburban and rural areas, and in forest preserves, woodlands, state, county and municipal or tribal parks or land of every kind and location, National Forests and Parks lands, and any other type/owner/or nature of land area included within Pierce, Snohomish and King Counties.
- Vendor connectivity - As part of the vendor support function, the vendor must be able to connect to the Network and to remotely perform advanced diagnostics, upgrades to software and subscriber programming from a distant location.
- Vendor support – The Network vendor must have a support program that includes the ability for authorized people to obtain parts or specialized and individual guidance in overcoming a problem that may occur in the system. This service must be available on a 24/7/365 basis.

Application Requirements

The Network shall, at minimum, meet the following Application Requirements:

Top Priorities

- Authorization and de-authorization of radios – Dispatchers must be able to “authorize” or “de-authorize” radios from a console operating position. The ability to authorize users without large effort, such as “roamers” in the area that are called in to support local First Responders. This may supply at least limited functionality in compatible subscriber units so that a technician will not have to “touch” a radio to grant the appropriate authorization, and the dispatcher does not need to have intimate technical knowledge to authorize the radio through traditional means.

This function also includes the ability to effectively “kill” a radio so that it is no longer operational until and unless a technician re-activates the radio. These functions are envisioned to allow the dispatch position to control which specific radios are allowed to participate in a talk group or to function within the system as a whole, all without specialized hardware or tools beyond that which the position is authorized.
- Encryption - Information can be encrypted at will Region-wide using a single model. Encryption includes both Voice and Data transmissions.
- Key changes – Authorized people, such as dispatchers, must be able to change “keys” used in secure communications over a given radio circuit from a distant location, This functionality will facilitate the addition of selected subscriber units to a secure talk group without the need to physically “touch” the radio unit with specialized equipment.
- Prioritization – The system must be able to prioritize talk groups and individuals subscriber units so that access is governed by the priority of the individual radio, not just by talk groups. This is to insure that designated subscribers within a talk group have priorities to access the particular talk group.
- Unit ID – Dispatchers must be able to identify the source of a radio call when the field unit (subscriber unit) initiates a radio call. The unit ID should display on the radio console position as well as be available for use by a properly equipped CAD system for further use in alias processing, reporting, etc.

Additional Requirements

- Database – The Network should have an integrated radio inventory system database such that when radios are put in or taken out of service this information is also captured in the inventory system. This function would integrate the programming of radios into a central database so that current authority to operate a radio and the impact of removing or adding users is known beyond the particular system owner. This will also facilitate the cross-utilization of technical programming information across boundaries.
- Over-the-air Reprogramming – The ability to change or modify radio operating parameters “over-the-air” anywhere a radio can operate so that radio functionality can be changed without a technician having possession of the radio. Radio operating parameters include functionality and talk-group capability as well as basic feature functions such as Emergency Alarms.
- Over-the-air Rekeying (OTAR) – The Network must enable authorized people to send encryption keys to radios over a radio channel.
- Over-the-air Reprogramming – The ability to change or modify radio operating parameters “over-the-air” so that radio functionality can be changed without a technician having possession of the radio. The ability to re-program “Over-the-air” (OTA) shall only be limited by radio network coverage so that anywhere a radio can operate, it may also be reprogrammed. Radio operating parameters include functionality and talk-group capability as well as basic feature functions such as Emergency Alarms.
- Recording of transmissions – The Network must be able record all transmissions in such a way that they would be usable in court. This could be reconstructed from radio channels or on a talk-group by talk-group basis – but in any event must be considered court admissible.
- Records management systems – The Network must support, enable, and facilitate records management systems in the Region to talk to each other.
- Talk group linkage – The Network must provide the ability for Dispatchers to bring disparate groups into a single talk path. This function is intended to provide the ability for a dispatcher to merge or patch talk groups together into a single talk pathway where the communications takes place as if the users are all on a common radio channel and system.

Subscriber Equipment Requirements

The Network's subscriber equipment shall meet, at minimum, the following Requirements:

Top Priorities
<ul style="list-style-type: none"> ▪ Characteristics of portable (handheld) radios – Portable radios must be easy and straightforward to operate in any situation that the first responders are expected to encounter with easy-to-understand commands. They also must be durable, emergency alert capable, encryption capable, and available for purchase as intrinsically safe. They must have Emergency Alert or alarms.
Additional Requirements
<p>The Network's portable (subscriber) equipment shall, at minimum, meet the following Requirements:</p> <ul style="list-style-type: none"> ▪ Battery life – A single battery must last at least the length of a 12 hour shift without replacement or an additional charge. In addition, the rating must be accurate for conditions found in public safety use, such as much longer receive times as well as somewhat reduced transmit times. ▪ Cache of radios - PSAPs need a mutual cache of radios that can be shared as necessary to support an operational need. The functionality of this cache must be mutual and encompassing, such as bulk ability to re-program or re-task radios. The Network should support the ability to have a stand-by cache of radios without “automatic de-activation” or other impediment. ▪ Displays – Devices shall have a display on front or top of radio as well as the options of a front facing (or back facing) display and an abbreviated top-mounted display that contains the most relevant information. ▪ Hands free operation – Users must be able to operate the radio with the minimal involvement of their hands. ▪ Interference – Radios must operate without harmful interference in all but the most unusual circumstances. Devices must reduce or eliminate area noise that interferes with a communication sequence (acoustic interference such as ambient noise), and RF interference from sources such as ESMR operations, and cellular telephone operations. Interference should be understood in its broadest including all forms of interference that can reasonably be encountered in Public Safety work. ▪ Lapel speaker/microphones - Lapel speaker/microphones must have a retracting or coiled cord that provides a near-neutral stress between the radio and the shoulder unit and that is durable when undertaking tasks typical of a First Responder. This feature is the lightweight combination speaker and microphone used in Public Safety today. ▪ Location indicator – Devices must include a method to locate the device activated whenever the user activates this feature or automatically when the emergency key is pressed. This location technology should work within buildings (i.e. firefighter down) and under all conditions that a First Responder may be involved. Dispatchers shall also have the ability to determine a radio's location by polling. ▪ The ability to send information on location of the radio when the user activates the emergency button. This parallels the user requirement for location information to be sent when an emergency alarm is activated, as well as the ability to “poll” the radio for its whereabouts. ▪ Multi-frequency 700/800/VHF capability. See Multiband Operation ▪ Radio low volume limiter – Devices must include a programmable software low volume limiter that would set the lowest volume to which a radio can be adjusted. With a minimum volume set (through feature control) the volume range of control can be restricted.

- Scan capability – Users must be able to “scan” between talk groups so that they can be aware of events in neighboring zones or patrol areas in real-time.
- Size – Radios must have a smaller package, lighter weight than current radios and should have a cellular telephone form factor, if possible. Buttons and knobs must be functional even when the user is wearing personal protective equipment (PPE).

The Network’s mobile equipment shall, at minimum, meet the following Requirements:

- Hands free operation. This function is the industry accepted “VOX” operation.
- Location indicator.
- Multi-frequency 700/800/VHF capability.
- Radio low volume limiter.
- Scan capability.

Data System Requirements

Network designs must provide both fixed and wireless data services. The data Network can be integrated with the voice Network or can be parallel to it.

All data capability shall, at minimum, meet the following Requirements:

Top Priorities
<ul style="list-style-type: none">▪ Access to multiple computer systems from the field – Users shall be able to use the Network to access multiple computer systems from the field including, but not limited to, their own CAD systems. This may include functions like logging on to a neighboring jurisdiction's CAD system or roaming to other systems and maintain connectivity to the user's home CAD system.▪ The wireless data system must provide broadband coverage throughout the region for a variety of wireless mobile devices. The system must provide, at a minimum, the physical (infrastructure) and logical (data exchange) components for users to interoperate and exchange data communications directly between wireless devices, dispatch centers and across networks.▪ Mobile computing units such as laptops and hand held devices must be able to connect to and interact with their home system's Computer Aided Dispatch (CAD) program regardless of the geographic location of the mobile unit within the system.▪ Real time mapping – The data network must enable users to receive and view accurate maps, photos (including ortho-photography) and other bandwidth intensive data in the field device.▪ Transmission speeds – The data network must provide Broadband Data.

Additional Requirements

- Backup voice services – The data network must be able to provide voice communication on a back-up basis so that faults in the primary voice system can be overcome through an alternate voice system. In addition, it is anticipated that many non-emergency communications sequences would take place over a broadband network.
- Connectivity among CAD systems – The data network transport subsystem must be capable of providing an interface with the Region's CAD systems to enable sharing essential information, like caller support from the 911 system, and records research abilities. Contractor shall identify prospective transport mechanisms to achieve this, identify constraints, provide considerations for this functionality, and steps to integrate this function in current or future systems.

The data network transport subsystem must interface with the Region's CAD systems to share essential information, like caller support from the 911 system, and records research abilities. We would like the consultant to identify prospective transport mechanisms to achieve this, constraints, and considerations for this functionality, and steps to integrate this function in current or future systems.

- Next Generation 911 - The data network must support Next Generation (NG) 911 technologies. We want to take advantage of all of the Next Generation of 911 technologies and capabilities in the Next Gen Radio System.
- PSAP functionality – The data network must enable PSAPs to receive data coming from the public, media, or other sources, and forward it to users in the field. For example, PSAPs must be able to take data from a caller (text, video, voice) via a Next Generation E911 system and port the information to the field for view by the First Responder. The data network must also enable PSAPs to send data to and receive data from the field.
- System reliability and availability – Data services must be reliable and available even during major incidents. The data network must not easily overload in an emergency situation, and must include the ability to survive extended power outages, physical forces such as ice and earthquakes, and other calamities which we experience in the Region.
- Universal Coverage is the RF penetration and diversity that enables a typical subscriber device to communicate in any (reasonable) location that a First Responder may be summoned to in the course of expected business. This includes inside buildings of every type, in urban, suburban and rural areas, and in forest preserves, woodlands, state, county and municipal or tribal parks or land of every kind and location, National Forests and Parks lands, and any other type/owner/or nature of land area included within the confines of Pierce, Snohomish and King Counties. We are asking the consultant to advise us on how we can achieve this level of coverage, and what options are available in the current or known future technologies. We are also concerned about cost and limitations involved with each option.

APPENDIX D

Additional Questions

- What are the advantages and disadvantages of continuing to operate, maintain, and repair the current networks for the next five years without taking steps to upgrade those networks during that period?
- What are the advantages and disadvantages of continuing to operate, maintain, and repair the current networks for the next five years without taking steps to rebuild those networks during that period?
- Is there a partial upgrade approach that would meet the most important Requirements at a substantially lower cost than a rebuild of the Networks in the Region? What are the advantages and disadvantages of such an approach?
- In looking at the list of Requirements, are there key requirements the Proposer thinks we failed to consider and, if so, what are those requirements?
- Based on the Proposer's determination of the best, most cost-efficient technology, is it technically feasible to leverage any of the existing communications assets in the Region, including at local, state, and federal levels, for the Network, and, if so, what infrastructure? For example, is it technically feasible to use the Next Generation Switch, the METRO or Pierce Transit Radio Systems, or existing sites and towers? What are the advantages and disadvantages of such an approach?
- In measuring Region-wide Coverage, what is the relevant unit of measurement? What minimum level of Region-Wide Coverage does the Proposer recommend?
- What is the estimated time required to go from funding approving for the Next Generation System to substantial completion of construction and operation of the system?
 - What are the major steps and tasks in that process?
 - What is the estimated time required to complete each of the major steps and tasks?
 - What are the Proposer's suggested qualifications for someone hired to complete each of these major steps and tasks?
- What is the Proposer's recommended approach to implementation of the Next Generation Network (phased or forklift) and why?
- Should the data system be deployed as part of 1) a single government-owned network, 2) two separate government-owned networks, 3) a government-owned voice-only system and purchase data services from a commercial vendor, or 4) some other arrangement? Why?
- How can the state agencies in the 3-County area partner with the local jurisdictions and agencies to leverage the Network's recommended technology platform for improved voice and data interoperability?
- If the recommended technology platform does not fit the state's needs for its operations in the Region, how can the highest levels of interoperability between state agencies operating in the Region and the Network be attained by the subsequent system design and/or construction efforts.
- What approach does the Proposer recommend for efficient use of the available frequency spectrum for this Project?
- Are any of the following spectrum plans feasible for use in the Next Generation Network?
 - White spaces?
 - Unused local television channels?
 - Cognitive radio?
- What government agencies (local/state/federal) and disciplines (Law Enforcement/Fire/PSAPs/Dispatch/OEM/EMS/Public Works etc.) should be included in the Network Governance Model? Should

any private agencies (utilities/Boeing, etc.) be included in the Network Governance Model? If so, how would private agencies be included in the model?

- Is there a role for the State to participate in, contribute to, or support the governance structure established for the Network?
- What risk factors could drive the deployment of the Network beyond its budget and beyond a reasonable timeframe for completion?
- Is it feasible for the individual counties or system owners in the region to improve, upgrade or replace their systems independently of each other, while still remaining interoperable? Has this been done in other places in the United States? What are the advantages or disadvantages of such an approach?
- If the decision is to move ahead with the construction and operation of the Network:
 - What are the main steps/phases of such a project?
 - For each phase and for the project as a whole, what are the high-level critical success factors for the successful completion of such a project (e.g., it is best to have an outside firm oversee actual construction or it is best to have staff from the key user agencies oversee actual construction)?
 - For each phase and for the project as a whole, what type of program structure maximizes the chances for the successful completion of such a project?

APPENDIX E - Contract Terms and Conditions**Part B
Technology Contract**

Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-263-9400 TTY Relay: 711
Fax 206-296-7676

THIS CONTRACT, made this _____ Day of _____, 200____, by and between King County, Washington, a home rule charter county and a political subdivision of the State of Washington (hereinafter "County") and _____ with its principal place of business at _____ (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the County has caused Contract documents for:

Contract No. : (To be determined upon Contract Award)

Contract Title : Development and Consultation regarding Next Generation Emergency Radio Network

to be prepared for certain Work as described therein; and

WHEREAS, the Contractor has assured the County that it has the specialized expertise and experience necessary to properly provide the goods and Services in a timely manner and that its proposal includes all of the functions and features required for the goods and Services; and

WHEREAS, the County has accepted the Contractor's offer to provide the goods and Services in accordance with the Contract's terms, Scope of Work and proposal documents; and

WHEREAS, by executing this Contract, the Contractor represents that the waiver of the Contractor's immunity under industrial insurance, Title 51 RCW, as set forth in the Contract documents was mutually negotiated by the parties; and

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to supply the goods and Services at the price and on the terms and conditions herein contained, and to assume and perform all of the covenants and conditions herein required of the Contractor, and the County agrees to pay the Contractor the Contract price provided herein for the supply of the goods and Services and the performance of the covenants set forth herein.

THE FURTHER TERMS, CONDITIONS AND COVENANTS of the Contract are set forth in the following exhibit parts each of which is attached hereto and by this reference made a part hereof in the following order of precedence: **(1)** Contract Amendment; **(2)** the Contract Document which includes: Definition of Words and Terms, Standard Contractual Terms and Conditions, Specific Contractual Terms and Conditions, Insurance Requirements, Scope of Work, and Attachments A) Price, B) Equal Benefits Declaration and Worksheet, C) Personnel Inventory Report, D) Affidavit and Certificate of Compliance, E) Contractor's Statement of Union or Employee Referral Agency, F) 504/ADA Assurance of Compliance, G) Software License Agreement, H) Maintenance Agreement, I) Escrow Agreement, J) Contractor's Insurance Forms; **(3)** RFP Addenda; **(4)** Request for Proposals; **(5)** Best and Final Offer; and **(6)** Contractor's Proposal.

COMPANY NAME

KING COUNTY

Authorized Signature

Authorized Signature

Name and Title (Print or Type):

Name and Title (Print or Type):

Date:

Effective Date:

Approved as to form only: _____

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DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: Written Documentation of the County's determination that the Contractor's Work has been completed in accordance with the Contract.

Buyer: Individual designated by the County to conduct the Contract solicitation process, draft and negotiate Contracts, resolves contractual issues and supports the Project Manager during Contract performance.

Contract Amendment: A written change to the Contract modifying, deleting or adding to the terms or Scope of Work, signed by both parties, with or without notice to the sureties.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between the County and the Contractor for completion of the Work under the Contract as set forth on Page 2 of this document.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the County for the performance of Services or Work under the Contract.

Cost Analysis: The review, evaluation and verification of cost data and the evaluation of the specific elements of costs and profit. Cost Analysis is the application of judgment utilizing criteria to project from the data to the estimated costs in order to form an opinion on the degree to which proposed costs represent what the Contract should cost, assuming reasonable economy and efficiency.

County: King County and its officers, employees, agents, contractors, and subcontractors. ¹

Day: Calendar Day.

Documentation: Technical publications and/or documentation relating to the use of the Software or Services to be Provided and delivered by Contractor under this Contract, such as reference manuals, training manuals, user manuals, maintenance manuals, installation, systems administration and technical guides designed to instruct the County on the features, uses, and functions of the Software or Services.²

Effective Date: The date the Contract is countersigned by the County.

Enhancement: Technical or functional additions to the Software to improve Software Functionality and/or operations. Enhancements are delivered with new releases of the Software.

Error: An unanticipated Software problem resulting in program behavior not following the Software's logical design and/or the Contract.

Final Acceptance: The point when King County acknowledges that the Contractor has performed the entire Work in accordance with the Contract.

Object Code: The executable, machine-readable, form of a software program. Object code is instruction code in machine language produced as the output of a compiler or an assembler.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Price Analysis: The process of examining and evaluating a price without evaluating its separate cost elements and proposed profit.

Project Manager: The individual designated by the County to manage the project on a daily basis and who may represent the County for Contract administration. This Contract may be part of a larger County project.

Provide: Furnish without additional charge.

RCW: The Revised Code of Washington.

Scope of Work (SOW): A section of the Contract consisting of written descriptions of Services to be performed, or the goods to be provided or the technical requirements to be fulfilled under this Contract contained within Scope of Work Section.

Services: The furnishing of labor, time or effort by a Contractor, including Software Maintenance or Support, custom Software, or consulting but not involving the delivery of any specific manufactured goods.

Software: All or any portion of the then commercially available version(s) of the computer Software programs and Enhancements thereto, including Source Code, localized versions of the computer Software programs and Enhancements thereto, including Source Code and Documentation licensed and delivered by Contractor to the County.

Source Code: A set of instructions, written in a programming language, that must be translated to machine instructions before the program can run on a computer. These instructions must be compiled into Object Code before the computer can understand them.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Update: All published revisions to the Documentation and copies of the new release of the Software, which are not designated by Contractor as new products.

Upgrade: Subsequent releases of the Software and Documentation that generally have a new major version number, i.e. version 6.3 to version 7.0, not 6.3 to 6.4.

Virus: Software code that is intentionally and specifically constructed for the purpose of destroying, interrupting or otherwise adversely impacting other code or data in a computer, such as replicating itself or another program many times without any useful purpose.

Work: Everything to be provided and done for the fulfillment of the Contract and shall include all Software, Hardware and Services specified under this Contract, including Contract Amendments and settlements.

SECTION 1 STANDARD CONTRACTUAL TERMS AND CONDITIONS

1.1 Administration

This Contract is between the County and the Contractor who shall be responsible for providing the Work described herein. The County is not party to defining the division of Work between the Contractor and its Subcontractors, if any, and the Scope of Work has not been written with this intent. The Contractor represents that it has or shall obtain all personnel, materials and equipment required to perform Work hereunder.

The Contractor's performance under this Contract may be monitored and reviewed by County personnel. Reports and data required to be provided by the Contractor shall be delivered to the County as described herein.

1.2 Contract Amendment

All changes to the Contract shall be through a Contract Amendment. No oral order or conduct by the County shall constitute a change to the Contract. If any Contract Amendment causes an increase or decrease in the cost of, or the time required for performance of any part of the Work under this Contract, the Contract may be modified if agreed to in writing by both parties. Contract Amendments may require a Cost/Price Analysis to determine the reasonableness of the proposed adjustments to the Contract.

Ref: KC CON 7-8-1 (AEP).

1.3 Termination for Convenience/Default/Non-Appropriation

A. Termination for Convenience

The County for its convenience may terminate this Contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination ("Notice"), and except as directed by the County, the Contractor shall immediately stop Work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor shall be paid its costs, including necessary and reasonable Contract closeout costs and profit on that portion of the Work performed and Accepted up to the date of termination as specified in the notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor shall account for the same and dispose of it in the manner the County directs. All termination payment requests may be subject to Cost or Price Analysis.

B. Termination for Default

If the Contractor does not deliver Work in accordance with the Contract, or the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

1. A "Notice to Cure" shall be served on the Contractor by certified mail (return receipt requested) or delivery service capable of providing a receipt. The Contractor shall have ten (10) Days to cure the default or Provide the County with a detailed written plan, which indicates the time and methods needed to bring the Work into compliance and cure the default.

2. If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract. Termination shall occur by serving a Notice of Termination by certified mail (return receipt requested) or delivery service capable of providing a receipt on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination.
3. The Contractor shall only be paid for Work delivered and Accepted, less any damages to the County caused by or arising from such default. All termination payment requests are subject to Cost or Price Analysis.
4. The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

If expected or actual funding is withdrawn, reduced or limited in any way during the Contract term or in any Contract Amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

In accordance with King County Code 4.04.040B.5, payment shall not exceed the appropriation for the year in which termination is effected. If the Contract is terminated for non-appropriation:

1. The County shall be liable only for payment in accordance with the terms of this Contract for Services performed and Accepted prior to the effective date of termination; and,
2. The Contractor shall be released from any obligation under this Contract (including any related purchase order) to provide further Work pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

1.4 Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances causing the inability to perform the requirements of this Contract. If a party is rendered unable, wholly or in part, by a force majeure event or any other cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default. Whenever a force majeure event causes the Contractor to allocate limited resources between or among the Contractor's customers, the County shall receive no less priority in respect to such allocation than any of the Contractor's other customers.

1.5 Washington State Sales Tax

The County shall make payment directly to the State of Washington for all applicable State sales taxes if the Contractor is not registered for payment of sales taxes in the State of Washington. If the

Contractor is so registered, it shall add the sales tax to each invoice and upon receipt of payment from the County, promptly remit appropriate amounts to the State of Washington.

1.6 Taxes, Licenses, and Certificate Requirements

This Contract and any of the Work provided hereunder is contingent and expressly conditioned upon the ability of the Contractor to provide the specified goods or Services consistent with applicable federal, state or local laws and regulations. If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, or if the relevant licensing authority files an action to terminate, suspend, revoke or modify the Contractor's required licenses or certificates, the Contractor shall notify the County immediately of such condition in writing.

The Contractor and Subcontractor(s) shall maintain and be liable for all taxes (except sales/use taxes), fees, licenses, permits and costs as may be required by applicable federal, state or local laws and regulations as may be required to provide the Work under this Contract.

1.7 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), paragraph 6.1.3 is followed. An assignment shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

1.8 Indemnification and Hold Harmless

To the maximum extent permitted by law and except to the extent caused by the sole negligence or intent of the County, the Contractor shall indemnify and hold harmless the County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the goods and/or Services provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such goods and/or Services: shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Contractor or its Subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event that the County incurs any judgment, award and/or cost including attorney's fees arising from the provisions of this subsection, or to enforce the provisions of this subsection, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor. In the event of litigation between the parties to enforce the rights under this subsection, reasonable attorney fees shall be allowed to the substantially prevailing party.

1.9 Applicable Law and Forum

This contract shall be governed by and construed according to the laws of the State of Washington, including but not limited to, the Uniform Commercial Code, Title 62A RCW. Any claim or suit concerning this Contract may only be filed and prosecuted in either the King County Superior Court or U.S. District for the Western District of Washington, in Seattle, Washington.

1.10 Conflicts of Interest and Non-Competitive Practices

A. Conflict of Interest

By entering into this Contract to perform Work, the Contractor represents that no County employee has a direct or indirect pecuniary or proprietary interest in the Contract. A party would have a financial interest in the Contract if any County employee shall acquire any interest that conflicts in any manner or degree with the Work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or representatives hereafter discovers or acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict up to and including termination for default.

B. Contingent Fees and Gratuities

By entering into this Contract to perform Work, the Contractor represents that:

1. No Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.
3. Any Person having an existing Contract with the County or seeking to obtain a Contract who willfully attempts to secure preferential treatment in his or her dealings with the County by offering any valuable consideration, thing or promise, in any form to any County official or employee shall have his or her current Contracts with the County canceled and shall not be able to enter into any other Contracts with King County for a period of two (2) years.

C. Disclosure of Current and Former County Employees

To avoid any actual or potential conflict of interest or unethical conduct:

1. County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the County or within one (1) year after leaving County employment if he/she participated in determining the Work to be done or processes to be followed while a County employee.
2. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's termination of this Contract.

3. After Contract award, the Contractor is responsible for notifying the County of current or former County employees who may become involved in the Contract at any time during the term of the Contract.

Ref: K.C.C. 3.04.015, 3.04.20, 3.04.30, 3.04.035, 3.04.060.

1.11 Claims and Appeals

The Contractor shall address claims for additional time or compensation under the Contract in writing to the Buyer and Project Manager within ten (10) Days of the date in which the Contractor knows or should know of the basis for the claim. Claims shall be accompanied by supporting documentation and citation to applicable provisions in the Contract Documents. The County reserves the right to request additional documentation necessary to adequately review the claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision issued jointly, but absent such written response, the claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager of the claim, or requested additional documentation, whichever is later.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall, within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager on additional time or compensation claims shall be a condition precedent to litigation.

Pending final decision of a claim and appeal hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this subsection as to any claim shall operate as a waiver and release of that claim and an acknowledgment of prejudice to the County.

1.12 Mediation

If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be resolved through the claims and appeal process set forth in the Claims and Appeals Section above, the parties may, upon mutual agreement, endeavor to settle the dispute in an amicable manner by mediation, or other agreed form of ADR process, prior to commencing litigation.

1.13 Maintenance of Records

A. Retention of Records

The Contractor and its Subcontractors shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles for governmental entities. The Contractor shall retain all financial information, data and records for all Work under the Contract for six (6) years after the date of final payment.

B. Audit Access

1. Federal, state or County auditors shall have access to Contractor's and its Subcontractors' records for the purpose of inspection, Cost or Price Analysis, audit or other reasonable purposes related to this Contract. Federal, state or County auditors shall have access to records and be able to copy such records during the Contractor's normal business hours. The Contractor shall Provide proper facilities for such access, inspection and copying.

2. Audits may be conducted during or after the Contract period for purposes of evaluating claims by or payments to the Contractor and for any other reason deemed appropriate and necessary by the County. Audits shall be conducted in accordance with generally accepted accounting principles for governmental entities and/or federal, state or County audit procedures, laws or regulations. The Contractor shall fully cooperate with the auditor(s).

3. **Proof of Compliance with Contract**

The Contractor shall, upon request, Provide the County with satisfactory documentation of the Contractor's compliance with the Contract.

In addition, the Contractor shall permit the County and if federally funded, the Comptroller General of the United States, or a duly authorized representative, to inspect all Work, materials, payrolls and other data and records involving the Contract.

Ref: KCC 2.20.035, 2.20.040, 2.20.050, RCW 43.09.050, 43.88, 42.40.020, 42.40.040m 42.160.

1.14 Other Public Agency Orders

Other federal, state, County and local entities may utilize the terms and conditions established by this Contract if agreeable to all parties. The County does not accept any responsibility or involvement in the purchase orders or Contracts issued by other public agencies.

1.15 Environmental Purchasing Policy

Contractors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them.

The Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the Contract and shall, whenever practicable, use both sides of the paper.

Reference: KCC 10.16 and King County Executive Policy CON 7-1-2.

1.16 Nondiscrimination and Equal Employment Opportunity

A. Nondiscrimination in Employment and Provision of Services

During the performance of this contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate or tolerate harassment on the basis of race, color, sex, religion, national origin, marital status, creed, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code ("KCC") Chapter 12.16, 12.17 and 12.18 are incorporated herein by reference, and such requirements shall apply to this Contract.

B. Equal Benefits to Employees with Domestic Partners

Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of award of a contract valued at \$25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

When the contract is valued at \$25,000 or more, the Contractor shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 (which is codified at KCC Chapter 12.19), and related administrative rules are incorporated herein by reference. They are also available online at: <http://www.kingcounty.gov/procurement/services>, Equal Benefits web page.

C. Nondiscrimination in Subcontracting Practices

During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, age, national origin, creed, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

D. Compliance with Laws and Regulations

The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act and the Restoration Act of 1987. The Contractor shall further comply fully with any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

E. Small Contractors and Suppliers and Minority and Women Business Enterprises Opportunities

King County encourages the Contractor to utilize small businesses, including Small Contractors and Suppliers (SCSs), as defined below, and minority-owned and women-owned business enterprises in County contracts. The County encourages the Contractor to use the following voluntary practices to promote open competitive opportunities for small businesses, including SCS firms and minority-owned and women-owned business enterprises:

1. Inquire about King County's Contracting Opportunities Program. King County has established a Contracting Opportunities Program to maximize the participation of Small Contractors and Suppliers (SCS) in the award of King County contracts. The Program is open to all SCS firms certified by the King County Business Development and Contract Compliance Office (BDCC). As determined by BDCC and identified in the solicitation documents issued by the County, the Program will apply to specific contracts. However, for those contracts not subject to the Program or for which the Contractor elected not to participate in the Program during the solicitation stage, the Contractor is still encouraged to voluntarily inquire about available firms. Program materials, including application forms and a directory of certified SCS firms, are available at the following Web-site address at <http://www.kingcounty.gov/exec/BusinessDev/contractingopps.aspx>. Telephone 206-205-0700, TTY: Relay 711, for more information

The term "Small Contractors and Suppliers" (SCS) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industry Classification System and Owners' Personal Net Worth less than \$750K dollars.

2. Contact the Washington State Office of Minority and Women's Business Enterprises (OMWBE) to obtain a list of certified minority-owned and women-owned business enterprises by visiting their website at <http://www.omwbe.wa.gov/> or by telephone 360-704-1181
3. Use the services of available community organizations, consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including SCS firms and minority-owned and business-owned enterprises.

F. Equal Employment Opportunity

The Contractor will implement and carry out the obligations in its Affidavit and Certificate of Compliance regarding equal employment opportunity, and all other requirements as set forth in the Affidavit and Certificate of Compliance.

G. Record-Keeping Requirements and Site Visits

The Contractor shall maintain, for at least 6 years after completion of all work under this Contract, the following:

1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
2. Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

The County may visit, at any time, the site of the work and the Contractor's office to review the foregoing records. The Contractor shall Provide every assistance requested by the County during such visits. In all other respects, the Contractor shall make the foregoing records available to the County for inspection and copying upon request. If this Contract involves federal funds, the Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Contract.

H. Sanctions for Violations

Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by contract and by applicable law.

I. Required Submittals Upon Completion of Work

Upon completion of work and as a condition precedent to final payment, the Contractor shall submit a Final Affidavit of Amounts Paid to King County Business Development and Contract Compliance Section. Identify amounts actually paid, and any amounts owed, to each subcontractor and/or supplier (if applicable) for performance under this Contract. Failure to submit such affidavits may result in withholding of payments or the final payment. The Contractor may contact the King County Business Development and Contract Compliance section for assistance with the requirements of this subsection at 206-205-0700. TTY: Relay 711.

Other assistance is available by contacting the King County Procurement and Contract Services Section at the address below:

Procurement and Contract Services Section
M/S CNK-ES-0320
401 – Fifth Avenue, 3rd Floor
Seattle, WA 98104
Phone: 206-263-9400 TTY: Relay 711

J. Compliance with Section 504 of the Rehabilitation Act of 1973

For all Contracts providing consulting, maintenance, training or other services, the Contractor shall complete a Disability Self-Evaluation Questionnaire. The 504/ADA Disability Assurance of Compliance will cover all programs and Services offered (including any Services not subject to this Contract) for compliance with Section 504 of the Rehabilitation Act of 1973, as amended (“504”), and the Americans with Disabilities Act of 1990 (“ADA”). The Contractor shall complete a 504/ADA Disability Assurance of Compliance.

Ref: KCC 12.16.060 D.

1.17 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision shall be severed from the rest of this Contract. The invalidity, illegality or unenforceability of any provision shall not affect the validity, legality or enforceability of any other provision of this Contract, which shall remain valid and binding.

1.18 No waiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the county under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

SECTION 2 - SPECIFIC CONTRACTUAL TERMS AND CONDITIONS

2.1 Execution of the Contract

The documents constituting the Contract between the County and the Contractor are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract documents, they shall take precedence as listed on the Contract, page 2. Upon the Effective Date, the County shall issue purchase orders directing the Work to be performed.

The Contract may be executed in counterparts, any of which shall be deemed an original and which shall together constitute one Contract.

2.2 Contract Term

The initial term of this Contract shall be one (1) year, and may be extended for two (2) additional one-year increments, commencing on the Effective Date of the Contract and subject to the termination provisions at subsection 1.3, Termination for Convenience/Default/Non-Appropriation. The Warranty Period begins at Final Acceptance and continues for a period of twelve (12) months. Upon the completion of the Warranty Period, the Maintenance Agreement begins and continues from year to year unless terminated as described in this Contract. The maximum term for this Contract, consisting of the initial term plus extensions, is three (3) years unless extended by written agreement signed by all parties. The Software License shall be perpetual.

2.3 Notices

All notices or documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when delivered to the addresses set forth below.

For Project Management related notices, questions or documentation:

KING COUNTY	CONTRACTOR
King County Office of Information Resources	
Project Manager - Marlin Blizinsky	
M.S. CNK-ES-0700	
401 Fifth Avenue	
Seattle, WA	
206-263-8047	
Marlin.blizinsky@kingcounty.gov	

For Contract related notices, questions or documentation contact:

King County Procurement and Contract Services Section	
M.S. CNK-ES-0340	
Chinook Building, 3rd Floor	
401 Fifth Avenue	
Seattle, WA 98104	
Buyer – Roy L. Dodman	
206-263-9293	
roy.dodman@kingcounty.gov	

2.4 Payment Procedures

A. Invoices

The Contractor for Work Accepted by the County shall furnish invoices to:

King County Accounts Payable
M/S CNK-ES-0320
Chinook Building, 3rd Floor
401 – Fifth Avenue
Seattle, WA 98104

Important – When a purchase order is issued against this Contract that has the potential for multiple or partial deliveries, a separate invoice shall be generated for each completed delivery Accepted by the County. All invoices shall include the following information: purchase order number, requester's name and phone number, date of invoice, invoice number and invoice total. For Services, invoices shall identify milestones Accepted and authorized fees.

The County will not be bound by prices contained in an invoice that are higher than those in this Contract. The invoice may be rejected and returned to the Contractor for a correct invoice.

FAILURE TO COMPLY WITH THESE REQUIREMENTS OR TO PROVIDE AN INVOICE IN CONFORMANCE WITH THE CONTRACT MAY DELAY PAYMENT.

B. Payments

Within thirty (30) Days after receipt of an invoice, the County shall pay the Contractor for Accepted Work, upon acceptance of payment Contractor waives any claims for the Work covered by the Invoice.

C. Subcontractor Prompt Payment

The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Subcontract within thirty (30) Days from the receipt of each payment the Contractor receives from the County. The County shall not be liable for any payments under this Contract to any of the Contractor's employees, Subcontractors, suppliers, vendors, distributors, agents, partners, or joint venturers.

2.5 Advance Payment Prohibited

No advance payment shall be made for the Work furnished by Contractor pursuant to this Contract.

Ref: Article VIII, § 7 of the Washington State Constitution.

2.6 Purchase Orders

Purchase orders shall be issued referencing this Contract number. Purchase order(s) shall define and authorize the Work by the Contractor based on the prices contained in this Contract. The purchase orders issued by the County may reflect agreed to modification(s) of Contract terms, funding or other matters subject to subsection 1.2, Contract Amendment.

2.7 Pricing

Prices shall be as stated in the Contract Price, and shall remain firm during the initial term. Any price adjustments shall be addressed in accordance with paragraph 1.2.

2.8 Shipping Charges

All prices shall include freight FOB to the designated delivery point. The County shall reject requests for additional compensation for freight charges.

2.9 Acceptance Process

The County may Accept Work by phase or milestone as specified in the Scope of Work. The Contractor will give the County "notice of completion" of Work related to a specific milestone following the Contractor's completion of all such Work in accordance with the requirements in the Contract.

- A. Acceptance Process: Upon completion of the milestone deliverables, the Contractor will notify the County and the Acceptance process will commence. Acceptance shall be based on conformance with the Scope of Work. After notice by Contractor of completion of the milestone, County will issue a written notice of milestone Acceptance or provide Contractor with a notification of rejection, which will include documentation of the specific grounds for the rejection, outlining items not in compliance with the deliverable guidelines.
- B. Correction of Deficiencies Process: If a deliverable is rejected, Contractor will have a commercially practicable time to correct items documented in the County's notification of rejection. Following the delivery of Contractors' notice that the Work has been corrected, the County will issue a written notice of Acceptance or provide Contractor with a notification of rejection, which will include documentation of the specific grounds for the rejection, outlining Work not in compliance with the milestone. The project schedule will be adjusted accordingly in the event that a dispute regarding the method or accuracy of the correction causes a delay. If the deliverable(s) fails to comply with the milestone after Contractor's second attempt to correct the Work and no clear plan can be agreed upon between the County Project Manager and the Contractor's Project Manager, the County will determine the appropriate corrective actions.

2.10 Final Acceptance Process

The County shall begin the Final Acceptance process in accordance with the Contract as follows:

- A. The parties shall agree on the start date for the Acceptance test.
- B. The Acceptance test shall include thirty (30) Days of continuous operation of the Work without material defect in accordance with the Contract in the County's fully implemented production environment.
- C. If the County Accepts the Work, the County will send a notice of Final Acceptance to the Contractor.
- D. If County determines that the Work is not Acceptable, the County shall notify the Contractor in writing, describing the deficiencies.

- E. The Contractor shall either Provide a detailed, written plan to achieve Final Acceptance or to make corrections or replacements within a mutually agreed upon time period. The parties shall mutually agree on a start date for beginning another Acceptance test.
- F. Another thirty (30) Day successful operation period shall follow any corrections or replacements to the Work. Two (2) or more thirty (30) Day operation Acceptance test periods can occur if mutually agreed to by the parties.
- G. If the County Accepts the Work following a second or subsequent Acceptance test the County will send a notice of Final Acceptance to the Contractor.
- H. If the Contractor does not correct or replace the unacceptable Work the County may declare a breach of Contract.

2.11 Warranty Provisions

- A. No Waiver of Warranties and Contract Rights: Conducting of tests and inspections, review of Scope of Work or plans, payment for Work, or Acceptance or Final Acceptance of the Work by the County shall not constitute a waiver of any rights under this Contract or in law. The termination of this Contract shall in no way relieve the Contractor from its warranty/guarantee responsibility.
- B. Warranty Term: The Contractor warrants that the Work performed under this Contract shall be free from defects in material and workmanship, and shall conform to all requirements of this Contract, for a period of twelve (12) months from date the Contract is concluded, terminated, abandoned, or otherwise ends. Any Work corrected shall be subject to this subsection to the same extent as the Work initially provided.
- C. Warranty Applicable to Third Party Suppliers, Vendors, Distributors and Subcontractors: The Contractor shall ensure that the warranty requirements of this Contract are enforceable through and against the Contractor's suppliers, vendors, distributors and Subcontractors. The Contractor is responsible for liability and expense caused by any inconsistencies or differences between the warranties extended to the County by the Contractor and those extended to the Contractor by its suppliers, vendors, distributors and Subcontractors. Such inconsistency or difference shall not excuse the Contractor's full compliance with its obligations under this Contract. The Contractor shall cooperate with the County in facilitating warranty related Work by such suppliers, vendors, distributors and Subcontractors.

2.12 Express Warranties for Services

- A. Contractor warrants that the Services shall in all material respects conform to the requirements of this Contract.
- B. Contractor warrants that qualified professional personnel with sufficient in-depth knowledge and experience shall perform the Services in a timely and professional manner; and that the Services shall conform to the standards generally observed in the industry for similar Services.
- C. Contractor warrants that the Services shall be in compliance with all applicable laws, rules and regulations.
- D. Contractor warrants that the performance of any Software, programs, and media provided is free from intentional Viruses, disabling code, malicious code, or other intentional programming defects. Prohibited intentional programming defects include, but are not limited to, features such

as “backdoor shutdown mechanisms”, “time bombs”, “automatic unauthorized connection to outside systems”, programming that responds to or provides information to outside systems’ “pinging”, and features that can “slow”, “retire”, “shut down”, “cripple” or “stop” the Software. Contractor further warrants that neither the Software alone or through contact with the Contractor is capable of electronic self-help that may deprive the County of the use of the licensed Software.

THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.13 Warranty Remedies

- A. If at any time during the twelve (12) month period immediately following the end of the Contract, Contractor or the County discovers one or more material defects or Errors in the Work or any other aspect in which the Work materially fails to meet the provisions of the warranty requirements herein Contractor shall, at its own expense and within thirty (30) Days of notification of the defect by the County, correct the defect, Error or nonconformity by, among other things, making additions, modifications or adjustments to the Deliverable as may be necessary to make the Deliverable conform with the warranties herein. Any Work corrected shall be subject to this subsection to the same extent as the Work initially provided.
- B. During the sixty (60) Day media warranty period, the County may return defective media to Contractor and it shall be replaced without charge to the County.
- C. In order to qualify for remedial action under these warranties, the County shall report a warranty failure to the Contractor in writing within thirteen (13) months from the date of Final Acceptance. The Contractor shall not be responsible for remedial action under this warranty to the extent the failure to meet the warranty is caused by modification to the product(s) by the County or anyone other than the Contractor or its Subcontractors, unless under Contractor’s or its Subcontractor’s direction.
- D. The County shall give written notice of any defect to the Contractor. If the Contractor has not corrected the defect within thirty (30) Days after receiving the written notice, the County, in its sole discretion, may correct the defect itself. In the case of an emergency where the County believes delay could cause serious injury, loss or damage, the County may waive the written notice and correct the defect. In either case, the County shall charge-back the cost for such warranty repair to the Contractor.
- E. The Contractor is responsible for all costs of repair or replacement in order to restore the Work to the applicable Contract requirements or Scope of Work, including shipping charges, for Work found defective within the warranty period, regardless of who actually corrects the defect.

2.14 Defective Work

Prior to Final Acceptance, when and as often as the County determines that the Work, furnished under the Contract is not fully and completely in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to the Contractor. Within seven (7) Days of receiving such written notification, the Contractor shall supply the County with a detailed, written plan which indicates the time and methods needed to bring the Work in compliance with the Contract. The County may reject or accept this plan at its discretion. If the County rejects the plan the Contractor may be determined to be in material default of the Contract. This procedure to remedy defects is not intended

to limit or preclude any other remedies available to the County by law, including those available under the Uniform Commercial Code, Title 62A RCW.

2.15 Ownership/Rights to Work Product

- A. All data and Work (collectively called "Work Product") produced pursuant to this Contract shall be considered "work made for hire" under the U.S. Copyright Act, 17 U.S.C. §101 et seq., and shall be owned by King County. Contractor is hereby commissioned to create the Work Product. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.
- B. If for any reason the Work Product would not be considered a "work made for hire" under applicable law, Contractor assigns and transfers to the County the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.
- C. Contractor shall execute all documents and perform such other proper acts, as the County may deem necessary to secure for the County the rights provided pursuant to this section.
- D. Contractor shall not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership in any Work Product, without the prior written permission of the County. Contractor shall take all reasonable steps necessary to ensure that its agents, employees, partners, joint venturers, vendors, distributors, or Subcontractors shall not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.
- E. Work Product developed for this Contract including preexisting material needed to operate the Work Product shall be transferred to the County with a non-exclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such preexisting material, and to authorize others to do so except that such license shall be limited to the extent to which Contractor has a right to grant such a license.

2.16 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent Contractor relationship shall be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit, which would accrue, to an employee under chapter 41.06 RCW or Title 51 RCW.

2.17 Non-Disclosure of Data

Data provided by the County either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the County data in any form without the express written approval of the County.

2.18 Non-Disclosure Obligation

While performing the Work under this Contract, the Contractor may encounter personal information, licensed technology, Software, Documentation, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". In collecting information under this Contract, the Contractor shall have an affirmative duty to ask those providing information

whether the information should be kept confidential and be so marked. The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the County or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County's or the third party's confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the County of such requirement prior to disclosure.

2.19 Public Disclosure Requests

This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, Chapter 42.56 RCW (the "Act").

If the Contractor considers any portion of any record provided to King County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. King County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

2.20 Industrial and Hazardous Waste

The Contractor shall comply with all applicable local ordinances, state and federal statutes, and supporting rules and regulations governing the discharge of industrial waste to a public sewer, private sewer, or side sewer tributary to the metropolitan sewerage system.

Contractor shall handle and dispose of all hazardous wastes in compliance with all applicable local, state and federal laws and regulations, including the Resource Conservation and Recovery Act, the Washington Hazardous Waste Management Act, and applicable rules and regulations of the Environmental Protection Agency and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes.

2.21 Changed Requirements

New federal, state and County laws, regulations, ordinances, policies and administrative practices may be established after the Contract Effective Date is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements shall be implemented through subsection 1.2, Contract Amendment.

2.22 Patents, Copyrights and Rights in Data

Any patentable result or materials eligible for copyright registration arising out of this Contract shall be owned and retained by the County. The County in its sole discretion shall determine whether it is in the public's interest to release or make available any patent or copyright.

The Contractor agrees that the ownership of any plans, drawing, designs, Scope of Work, computer programs, technical reports, operating manuals, calculations, notes and other Work submitted or which is specified to be delivered or produced in the course of performing Work under this Contract, whether or not complete (referred to in this subsection as "Subject Data") shall be vested in the County.

All such Subject Data furnished by the Contractor pursuant to this Contract, other than documents exclusively for internal use by the County, shall carry such notations on the front cover or a title page, (or in such case of maps, in the name block), as may be requested by the County. The Contractor shall also place its endorsement on all Contractor-furnished Subject Data. All such identification details shall be subject to approval by the County prior to printing.

The Contractor shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

2.23 HIPAA – Protecting Patient Privacy

The Work under this Contract may require compliance with “The Health Insurance Portability and Accountability Act of 1996” (HIPAA). Information on this Act can be found at the U.S. Office of Civil Rights website: <http://www.hhs.gov/ocr/hipaa/>.

SECTION 3 INSURANCE REQUIREMENTS

3.1 Evidence and Cancellation of Insurance

- A. Prior to execution of the Contract, the Contractor shall file with the County evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance shall be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that the County shall receive notice at least forty-five (45) Days prior to the effective date of any cancellation, lapse or material change in the policy.
- B. The Contractor shall, upon demand of the County, deliver to the County all such policies of insurance, and all endorsements and riders, and the receipts for payment of premiums thereon.
- C. Failure to Provide such insurance in a timeframe acceptable to the County shall enable the County to suspend or terminate the Contractor's Work hereunder in accordance with Contract provisions regarding "Termination for Convenience/Default/Non-appropriation." Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligations hereunder.

3.2 Insurance Requirements

- A. The Contractor shall obtain and maintain the minimum insurance set forth below.

By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage shall apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained with this provision shall affect and/or alter the application of any other provision contained with this Contract.

For all coverages:

Each insurance policy shall be written on an "occurrence" form; excepting insurance for professional liability/errors and omissions. Professional liability/errors and omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "Claims Made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Contract.
- B. Minimum Scope of Insurance

Coverage shall be at least as broad as:

 - 1. General Liability

Insurance Services Office form number (CG 00 01 current edition) covering COMMERCIAL GENERAL LIABILITY.

2. Automobile Liability

Insurance Service form number (CA 00 01 current edition) covering BUSINESS AUTO COVERAGE, symbol 1 “any auto”; or the combination of symbols 2, 8 and 9.

3. Professional Liability

Professional Liability, Errors and Omissions coverage.

In the event that services pursuant to this Contract either directly or indirectly involve or require professional Services, Professional Liability, Errors and Omissions coverage shall be Provided.

4. Workers’ Compensation

Workers’ Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work by applicable federal or “Other States” State Law.

5. Employers Liability or “Stop Gap”:

The protection Provided by the Workers Compensation Policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection Provided by the “Stop Gap” endorsement to the General Liability policy.

3.3 Minimum Limits of Insurance

The Contractor shall maintain limits no less than, for:

- A. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Professional Liability, Errors and Omissions: \$1,000,000 per Claim and in the Aggregate.
- D. Workers’ Compensation: Statutory requirements of the state of residency.
- E. Employers Liability Stop Gap: \$1,000,000.
- F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions shall be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor’s liability to the County and shall be the sole responsibility of the Contractor.

G. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain the following provisions:

1. Liability Policies:

The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Use the above exact language on the Endorsement Form. (CG 20 10 current edition or its equivalent)

To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way.

The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

H. Acceptability of Insurers

Unless otherwise approved by the County:

Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

If at any time one of the foregoing policies shall fail to meet the above stated requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

I. Subcontractors

The Contractor shall include all Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. **Insurance coverages Provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.**

J. Work Site Safety

The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable Federal, State and Local safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for the Subcontractor's compliance with these provisions.

K. Endorsements

Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2010 current edition" or its equivalent is required. **The County requires this Endorsement to complete the Contract.**

APPENDIX F

Mandatory Template for Responding to RFP

All responses to the Consultant – Next Generation Emergency Radio Network RFP must be submitted on this Template. Responses not submitted using this Template will be deemed incomplete and will not be scored.

The numbers in this Template correspond to the same paragraph numbers in Section III of this RFP.

1.1 Is the Proposal a stand-alone document that does not rely on any other document not named and included in the Proposal?

1.2 Mandatory Organization and Content of Proposal Response:

Material demonstrating the Proposer's Specialized Experience, Technical and Management Competence, and Past Performance

A. CONTRACTOR INFORMATION

1.2.1 Describe the Proposer's experience providing Public Safety Communications Network advisory services.

Identify the total number of professionals the Proposer employs who advise public sector entities on Public Safety Communications Networks more than half of their work hours.

1.2.2 Identify all of public sector entities with which the Proposer currently contracts to serve as Public Safety Communications Network advisors. Briefly describe those services and Provide information showing that the Proposer has a sufficient number of staff and that this staff has the range of skills needed to complete the RFP Scope of Services fully, on time, within budget, and in a high quality manner.

1.2.2.1 Is the Proposer submitting a Proposal that includes proposed changes to one or more Services? (Yes/No)

If the Proposer is submitting a Proposal that includes proposed changes to one or more Services, Provide information showing that the Proposer has a sufficient number of staff and that this staff has the range of skills needed to complete the work, if changed, fully, on time, within budget, and in a high quality manner.

1.2.2.2 Is the Proposer also submitting a Proposal that includes an alternative set of Services? (Yes/No)

If the Proposer is also submitting a Proposal that also includes an alternative set of Services, Provide information showing that the Proposer has a sufficient number of staff and that this staff has the range of skills needed to complete the work, if changed, fully, on time, within budget, and in a high quality manner.

1.2.3 Provide a list of all public sector entities within the United States similar to those in the Region (1st: multijurisdictional; 2nd: number of radios; 3rd: presence of urban, suburban, rural, rural recreational areas; 4th: population) to which the Proposer currently supplies Public Safety Communications Network advisory services. Provide contact information (name, title, employer, email address, phone number, date of contract, and Release of Information) for each such entity that the County may contact regarding the Proposer's services, including that of the Proposer's employees, agents, partners, joint ventures, and subcontractors. The preferred contact point is the person who was the project lead for the client entity.

1.2.4 Provide a list of all public sector entities within the United States similar to those in the SOS (1st: multijurisdictional; 2nd: number of radios; 3rd: presence of urban, suburban, rural, rural recreational areas; 4th: population) to which the Proposer has supplied Public Safety Communications Network advisory services within the last five (5) years but no longer provides services. Provide contact information (name, title, employer, email address, phone number, contact date, and Release of Information) for each such

entity whom the County may contact regarding the Proposer's services. The preferred contact point is the person who was the project lead for the client entity.

1.2.5 Provide at least three (3) and no more than five (5) examples (ten copies of each example) of final written reports submitted and accepted for completed projects comparable to the RFP SOS. If any member of the Proposed Work Team contributed to any part of the examples, indicate the Work Team member's work on the example.

1.2.5.1 If the Proposer also submits a Proposal that also proposes changes to one or more Services, Provide three (3) examples (ten copies of each example) of final written reports submitted and accepted for completed projects comparable to the RFP with the proposed changes to one or more Services.

1.2.5.2 If the Proposer also submits a Proposal that also proposes an alternative set of Services, Provide three (3) examples (ten copies of each example) of final written reports submitted and accepted for completed projects comparable to the alternative set of Services.

1.2.6 Identify the parts of the SOS, if any, that will be performed by Small Contractors and Suppliers (SCS) as defined in Section III, Part 5 below. Information should be submitted in accordance with Section III, Part 5.

1.2.6.1 If the Proposer also submits a Proposal that also proposes changes to one or more Services, identify the parts of the changed Services, if any, that will be performed by Small Contractors and Suppliers (SCS) as defined in Section III, Part 5 below. Information should be submitted in accordance with Section III, Part 5.

1.2.6.2 If the Proposer also submits a Proposal that also proposes an alternative set of Services, identify the parts of the alternative Scope of Services, if any, that will be performed by Small Contractors and Suppliers (SCS) as defined in Section III, Part 5 below. Information should be submitted in accordance with Section III, Part 5.

1.2.7 Identify all of public sector entities the Proposer has had a contract with in the past five (5) years to serve as Public Safety Communications Network advisors:

1.2.7.1 Where the Proposer has sued, filed a claim, or sent a notice of breach of contract. Briefly describe the status of each of these matters. If a court case was filed, Provide: 1) the name and contact information where the case was filed, 2) the name and docket, matter, or file number for the case, 3) the current status of the case, including, but not limited to, pending appeals, and 4) a copy of any settlement documents related to the case.

1.2.7.2 Where the Proposer has been sued, has had a claim filed against it, has received a notice of breach of contract, or has received notice of contract termination. Briefly describe the status of each of these matters. If a court case was filed, Provide: 1) the name and contact information where the case was filed, 2) the name and docket, matter, or file number for the case, 3) the current status of the case, including, but not limited to, pending appeals, and 4) a copy of any settlement documents related to the case.

1.2.7.3 Is the Proposer on the Federal List of Disbarred and Suspended Parties or otherwise disqualified, declared ineligible, or voluntarily excluded from contracting with any Federal government agency? See: <http://epls.gov/> (Y/N)

If yes, provide details.

Is the Proposer currently have a proposal for disbarment, suspension, disqualification, ineligibility, or voluntary exclusion pending? (Y/N)

If yes, provide details.

1.2.8 Provide in narrative form information that would show that the Proposer, and its Subcontractors, if any, is economically viable and has sufficient resources to complete this project fully, on schedule, within budget, and at an outstanding quality level.

1.2.8.1 Publicly traded U.S. companies shall submit copies of their most recent 10-K and 10-Q forms and a copy of their Dun & Bradstreet reports. Publicly traded foreign-owned companies shall submit copies of their most recent 20-F and/or 40-F forms, as applicable, a copy of its Dun & Bradstreet report, if available.

Is the Proposer a publicly traded U.S. company? (Y/N)

If the Proposer is a publicly traded U.S. company, has it submitted a copy of its most recent 10-K and 10-Q forms and a copy of its Dun & Bradstreet report?

Is the Proposer a publicly traded foreign-owned company? (Y/N)

If the Proposer is a publicly traded foreign-owned company, has it submitted a copy of its most recent 20-F and/or 40-F form, as applicable, and a copy of its Dun & Bradstreet report, if available?

1.2.8.2 Companies that are not publicly traded (closely held) shall submit copies of audited financial statements, including notes there to; balance sheets; statements of income; and statements of cash flow.

Is the Proposer is a company that is not publicly traded (closely held)? (Y/N)

If the Proposer is a company that is not publicly traded, has it submitted: audited financial statements, including notes there to; balance sheets; statements of income; and statements of cash flow?

1.2.9 Indicate whether the Proposer or any members of the Proposed Work Team has, or has had within the last two years, an ongoing working relationship, formal or informal, with any equipment manufacturer or vendor. If so, indicate the name of the equipment manufacturer or vendor and describe the nature of the relationship.

1.2.10 Indicate whether the Proposer or any of the members of the Proposed Work Team is, or has been within the last two (2) years, involved with the development, testing, adoption, or marketing of any technical standards for use in public safety communications. If so, indicate:

- The name of the standards organization,
- The name of the standard(s),
- The name and position of the person(s) involved, and
- The nature of their involvement with the standard.

B. Individual Qualifications

1.2.11 Provide an organization chart that lists all individuals who would be assigned to accomplish the Scope of Services (Proposed Work Team), whether an employee, contractor, subcontractor or otherwise. For each individual Provide the following information:

- Role on the Proposed Work Team; and
- The Work they will perform.

1.2.11.1 If the Proposal also proposes changes to one or more Services, Provide an organization chart that lists all individuals who would be assigned to accomplish the Scope of Services with changes, whether an employee, contractor, subcontractor or otherwise. For each individual Provide the following information:

- Role on the Work Team; and
- The Work they will perform.

1.2.11.2 If the Proposer also proposes an alternative set of Services, Provide an organization chart that lists all individuals who would be assigned to accomplish the alternative Scope of Services, whether an employee, contractor, subcontractor or otherwise. For each individual Provide the following information:

- Role on the Work Team; and
- The Work they will perform.

1.2.12 Provide brief biographical information for each individual on the Proposed Work Team that identifies their educational background, work history, and past experience serving in similar roles with similar projects. Emphasis should be given to work within the last three (3) years on projects of similar scope and complexity.

1.2.12.1 If the Proposer also proposes changes to one or more Services, Provide this same information (1.2.12) for the Proposed Work Team.

1.2.12.2 If the Proposer also proposes an alternative set of Services, Provide this same information (1.2.12) for the Proposed Work Team.

1.2.13 Describe the specific knowledge and experience for each individual on the Proposed Work Team in the following specialized areas: Public Safety Communications Network design, Public Safety Communications Network construction, Public Safety Communications Network operations, Public Safety Communications Network finance and costs, and multi-jurisdictional Public Safety Communications Network governance.

1.2.13.1 If the Proposer also proposes changes to one or more Services, Provide this same information (1.2.13) for the Proposed Work Team.

1.2.13.2 If the Proposer also proposes an alternative set of Services, Provide this same information (1.2.13) for the Proposed Work Team.

1.2.14 Describe the specific knowledge and experience of each individual on the Proposed Work Team in the following specialized areas: 800MHz trunked radio systems, 700 MHz trunked radio, VHF radio systems, microwave wideband radio, wireless data systems, P25, TETRA, Wi-MAX, LTE, and fiber optic systems.

1.2.14.1 If the Proposer also proposes changes to one or more Services, Provide this same information (1.2.14) for the Proposed Work Team.

1.2.14.2 If the Proposer also proposes an alternative set of Services, Provide this same information (1.2.14) for the Proposed Work Team.

1.2.15 Provide three (3) work references (name, title, employer, address, and phone number) and corresponding Releases of Information for the person on the Proposed Work Team who will serve as the primary technical lead. Provide two (2) examples (ten copies) of their work in similar roles. If these people have contributed to the examples submitted under paragraph 1.2.5, note that here. There is no need to include additional examples if there are two examples in 1.2.5 and it is so noted here.

Provide three (3) references (name, title, employer, address, and phone number) and corresponding Releases of Information for the person on the Proposed Work Team who will serve as the Project Manager. Provide two (2) examples (ten copies) of their work in similar roles. If these people have contributed to the examples submitted under paragraph 1.2.5, note that here. There is no need to include additional examples if there are two examples in 1.2.5 and it is so noted here.

Provide at least one work reference (name, title, employer, address, and phone number) and corresponding Releases of Information for each of the other members of the Proposed Work Team.

1.2.15.1 If the Proposer also proposes changes to one or more Services, Provide this same information (1.2.15) for the Proposed Work Team.

1.2.15.2 If the Proposer also proposes alternative set of Services, Provide this same information (1.2.15) for the Proposed Work Team.

1.2.16 If the Proposer is selected as the Proposer most advantageous to the County, this selection is based, in part, on the composition of the Proposed Work Team. The County reserves the right, in its sole discretion, to approve all of the individuals working on the Contract throughout the life of this project.

Does the Proposer understand and agree that no one shall begin work on the project unless the County has first approved their participation? (Y/N)

1.2.16.1 Does the Proposer understand and agree that once members of the Team are approved it will not replace any members of the Team unless:

- The member leaves the Proposer's organization or receives a new job in the Proposer's organization and is doing no work of the type originally contemplated in the Proposal;
- The proposed replacement has skills and a background equal to or better than the person being replaced; and
- The proposed replacement is approved by the County prior to beginning work on the Project? (Y/N)

1.2.16.2 Does the Proposer understand and agree that the County has the right, at its sole discretion, to reject any proposed member of the Team without showing cause for rejecting a proposed member of the Team as the County may take this actions without the fault of either party?

Does the Proposer understand and agree that the County has the right, at its sole discretion, to require the Contractor to replace members of the Team without showing cause for requesting the replacement of a member of the Team as the County may take this actions without the fault of either party, e.g., a personality conflict?

1.3 Material Demonstrating the Proposer's Project Approach and Project Schedule

1.3.1 Services Work Plan

All Proposals shall include a Work Plan that describes how it will deliver each of the RFP Services. The Plan shall include, at minimum, the following elements and shall be laid out in the following order:

What is the Proposer's methodology for completing and delivering the each of the RFP Services, tasks, goals and objectives of this Project as required in this RFP? For example, include a proposal for collecting the necessary data and for holding face-to-face meetings in the Region with, at minimum, the agencies listed in Section I 5.2.2.3 (and their invitees). For example, answer questions such as: "What data will the Proposer collect?", "Who will data be collected from?", and "How will the data be collected?"

What is the Proposer's approach to the project and the Work Products as outlined in this RFP?

What is the Proposer's philosophy and approach to providing Work Products as outlined in this RFP?

What is the Proposer's anticipated technical and managerial problems and proposed solutions?

What is the Proposer's staffing requirements (number and classification of personnel and estimated work hours required)?

What is the Proposer's proposal for coordinating its work with the County PM?

What is the Proposer's schedule for delivering the RFP Services?

What is the Proposer's budget (its costs) for delivering the RFP Services?

What is the Proposer's proposal for how it would include Stakeholders in delivering the Scope of Services?

What are the Proposer's assumptions concerning County resources required to meet task objectives?

Is there other information the Proposer wants to submit to help Raters determine the most advantageous Proposer?

1.3.1.1 The Proposal may also include changes to one or more Services and/or a proposed alternative set of Services. Changes and alternatives must be submitted in addition to the material required in the RFP, not in lieu of it.

Does the Proposer's Proposal include proposed changes to one or more Services? (Y/N)

Does the Proposer's Proposal include a proposed alternative set of Services? (Y/N)

1.3.1.2 If the Proposer also proposes changes to one or more Services, Provide the following information:

A list of Services that are proposed to be changed;

The suggested changes for each of the Services that are proposed to be changed; and

A Work Plan that describes how the Proposer will deliver each of the Services assuming the proposed changes are adopted. The Plan shall include, at minimum, the same information as listed in 1.3.1. and shall be laid out in the same order.

What is the Proposer's methodology for completing and delivering the Services, tasks, goals and objectives of this Project as changed?

What is the Proposer's philosophy and approach to providing the Services as changed?

What is the Proposer's anticipated technical and managerial problems and proposed solutions?

What is the Proposer's staffing requirements (number and classification of personnel and estimated work hours required)?

What is the Proposer's proposal for coordinating its work with the County PM?

What is the Proposer's schedule for delivering the Services as changed?

What is the Proposer's budget (its costs) for delivering the Services as changed?

What is the Proposer's proposal for how it would include Stakeholders in delivering the Services as changed?

What are the Proposer's assumptions concerning County resources required to meet task objectives?

Is there other information the Proposer wants to submit to help Raters determine the most advantageous Proposer?

If the information is the same as in 1.3.1, except for the changes to the Services, indicate by writing "Same."

1.3.1.3 If the Proposer also proposes an alternative set of Services, Provide the following information:

The Proposed alternative set of Services; and

A Work Plan that describes how the Proposer will deliver each of the Services assuming the alternative set of Services is adopted. The Plan shall include, at minimum, the same information as listed in 1.3.1. and shall be laid out in the same order.

What is the Proposer's methodology for completing and delivering the Services, tasks, goals and objectives of this Project as changed?

What is the Proposer's philosophy and approach to providing the Services as changed?

What is the Proposer's anticipated technical and managerial problems and proposed solutions?

What is the Proposer's staffing requirements (number and classification of personnel and estimated work hours required)?

What is the Proposer's proposal for coordinating its work with the County PM?

What is the Proposer's schedule for delivering the Services as changed?

What is the Proposer's budget (its costs) for delivering the Services as changed?

What is the Proposer's proposal for how it would include Stakeholders in delivering the Services as changed?

What are the Proposer's assumptions concerning County resources required to meet task objectives?

Is there other information the Proposer wants to submit to help Raters determine the most advantageous Proposer?

If the information is the same as in 1.3.1, except for the changes to the Services, indicate by writing "Same."

1.3.1.4 Current or former County employees.

Were any current or former County employees involved in the preparation of the Proposal? (Y/N)

If yes, explain.

Are any current or former County employees anticipated to perform Contract Work if the Proposer is awarded the Contract? (Y/N)

If yes, explain.

1.4 Acceptance of the County's Terms and Conditions.

1.4.1 Does the Proposer's firm fully accept the County's Terms and Conditions? Proposers who do not state that they are unconditionally willing to accept the Contract Terms and Conditions exactly as written in Appendix E will receive zero points for this section.

Note: Any additions, deletions, or modifications, including material labeled as clarifications, explanations, simplifications, changes, or with a similar term, shall be deemed to be a rejection of the Terms and Conditions.

If the Proposer fully accepts the County's Terms and Conditions, it must include the following statement signed by a person authorized to bind the Proposer:

"Proposer agrees that if it is chosen to negotiate a contract based on its response to this RFP, it agrees to the full incorporation of those Terms and Conditions attached to this RFP in Appendix E into the Contract without modification." **Yes** ____ **No** ____

Signature of person authorized to bind the Proposer:

Authorized Signature

Date

Name (Please Print or Type)

Title (Please Print or Type)

1.4.2 Notwithstanding paragraph 1.4.1, the Proposer may suggest that one or more of the Terms and Conditions be added, deleted, or modified if the Proposer thinks that doing so will make the Terms and Conditions clearer. The County is not required to incorporate any of the suggestions into the Contract. Does the Proposer suggest that one or more of the Terms and Conditions be added, deleted, or modified to make the Terms and Conditions clearer? (Y/N)

List each suggestion together with a brief statement explaining why changing it as suggested would make the Term or Condition clearer.

1.5 Material demonstrating the Proposer's plans for the Use of Small Contractors and Suppliers (SCS)

1.6 Costs to County

1.6.1

The Proposer shall submit a single, full-priced Proposal to be paid in US dollars. This is the dollar amount the Proposer will charge to complete the Scope of Services fully, on schedule, within budget, and at an outstanding quality level. What is the Proposer's single, full-priced Proposal?

1.6.2 Proposed changes to one or more Services

If the Proposal also includes proposed changes to one or more Services, the Proposer shall also submit a single, full-priced Proposal to be paid in US dollars. This is the dollar amount the Proposer will charge to complete the Scope of Services, with all of the proposed changes, fully, on schedule, within budget, and at an outstanding quality level. What is the Proposer's single, full-priced Proposal?

1.6.3 Proposed alternative set of Services

If the Proposer also includes a proposed alternative set of Services, the Proposer shall also submit a single, full-priced Proposal to be paid in US dollars. This is the dollar amount the Proposer will charge to complete the Scope of Services, with the alternative set of Services, fully, on schedule, within budget, and at an outstanding quality level. What is the Proposer's single, full-priced Proposal?

Other Information

The Proposer may use this space to provide additional information it thinks will help the raters evaluate the Proposer's qualifications.

NEXT GENERATION WIRELESS PUBLIC SAFETY NETWORK PROBLEM STATEMENT

EXECUTIVE SUMMARY

The public safety radio networks used by emergency workers in the Central Puget Sound region of King, Snohomish and Pierce Counties face significant changes and challenges in the near future. These challenges, if not met, will degrade service and will result in increased risks to the public and our first responders.

These networks dispatch police, fire, and emergency medical services. They enable first responders at an incident to coordinate their efforts; provide an officer who has just made a traffic stop with important information about the driver; and are used by responders to call for help when they need assistance. The coordination of our networks in our three-county Region has previously been identified as a national model.

Now, however, we face significant service degradation because of age, technical obsolescence, wear, and the planned withdrawal of vendor support. Because it takes six to ten years to complete a project of this size, we must act soon to address this upcoming degradation. If we don't, the result will be service outages and interruptions leading to delays in response times; greater difficulty in incident coordination; and increased danger to our police officers, fire fighters, paramedics, and other first responders.

Many agencies in Pierce, Snohomish, and King Counties (Region) frequently provide mutual assistance and engage in joint operations. To do this work, first responders must communicate and coordinate using these networks, no matter where the responders are physically located. Currently there is limited interoperability between all first responders within the Region due to disparate radio systems.

Some of the disparate systems within the Region will require significant upgrades or replacement to meet federal regulatory requirements, to replace obsolete technology, to accommodate population shifts, and to compensate for increased metropolitan building density. Current systems have demonstrated a lack of capacity for large scale events involving natural disasters or critical incident responses.

Public safety communication is no longer limited to voice communication. Police, Fire and EMS first responders need to receive a range of information in the field from their Dispatch Centers, their departments from other field units, or data bases. This information may be in the form of photographs, streaming video, reports, building plans, fingerprints or voice files. Likewise, they need to transmit similar information from their vehicles back to these locations. It is essential that our next generation network to carry these data for efficient service to the public and the safety of responders. A dedicated Public Safety Data Network will also increase the likelihood of data system availability and prioritization during major events which is not available through commercial data providers today.

Our Region has experienced a multitude of criminal incidents and enterprises which cross jurisdictional lines. Public Safety Answering Points (PSAPs) and dispatch centers which answer the 911 calls and collect information for dispatching are a key component in our interoperability response capabilities. Common information platforms such as Computer Aided Dispatch (CAD) and Record Management Systems (RMS) interconnectivity will enable information to flow freely and immediately across jurisdictional boundaries.

DETAILED PROBLEM STATEMENT

Introduction

Many agencies in Pierce, Snohomish, and King Counties (Region) frequently provide mutual assistance and engage in joint operations. To do this work, first responders must communicate and coordinate using the wireless systems where they are at the time. A coordinated and cooperatively

designed system will increase our ability to quickly and efficiently respond to citizens' needs during any natural or manmade events in our three-county region.

The radio systems in the Region have one or more of the following problems:

- The equipment supplier for most of the networks in the Region has said it will stop repairing equipment and stop selling new equipment in the next few years.
 - Systems may face parts shortages, increasing the risk of service degradation.
 - Parts shortages may also limit agencies ability to add services.
- The system has insufficient capacity during a wide-scale emergency, such as the Nisqually earthquake.
- The system has insufficient capacity to support new services that would enable responders and other users to work more effectively and safely.
- The system does not adequately serve all of the populated areas in the three counties or projected growth areas.
- The system is old and maintenance costs are rising as parts increasingly require repair and replacement.
- Service often stops when a radio user enters a high- or mid-rise building.

As we move to the Next Generation Network, we can do so in phases or do the work throughout the Region at the same time. We must be sure that as our systems are upgraded or replaced, we maintain and improve interoperability (the ability to communicate and deliver needed services) among those agencies that are working together.

The Need to Improve Capacity

As the radio systems in the three-county area are upgraded or replaced, in-part or in-whole, it is crucial that as we upgrade/replace our systems, we maintain and improve the ability to communicate and deliver needed services across the region especially during major disasters. Current systems cannot guarantee that first responders can communicate at these times.

When there is a major disaster or event, many public radio system users reach for their radios or cell phones, overloading the system. For example, after the Nisqually earthquake, many King County 800 MHz radio users tried unsuccessfully to get on the radio system only to get a busy signal.

The problem was worse with many commercial services. Many responders use commercial cell phone services to provide part of their communication support. After the last earthquake, so many cell phone users tried to use their phones that these systems were even more overwhelmed than the radio systems. This reduced the effectiveness of first responders to coordinate emergency responses.

In addition, many first responders did not have access to wireless data networks that were available and unburdened during the Nisqually quake.

Finally, commercial providers do not provide the coverage and up-time consistently that first responders need to ensure communications are available during normal operating periods as well as major emergencies.

These problems have two sources and any upgrade/rebuild must address these problems:

- Current systems lack the capacity required for peak use times;
- There is no economic or regulatory incentive for commercial wireless providers to improve coverage and availability for first responders.

Systems should be rebuilt or upgraded so that for the first five years after the rebuild/upgrade, systems will meet or exceed the following measurements: during the normal busy hour each day, no more than one percent of calls attempted generate a busy tone and the average busy length will be less than one second. This means that under normal conditions, during the normal busy hour each day there should not be any more than 1% busies and a wait no longer than one second to get a permit-to-talk tone. Systems should be

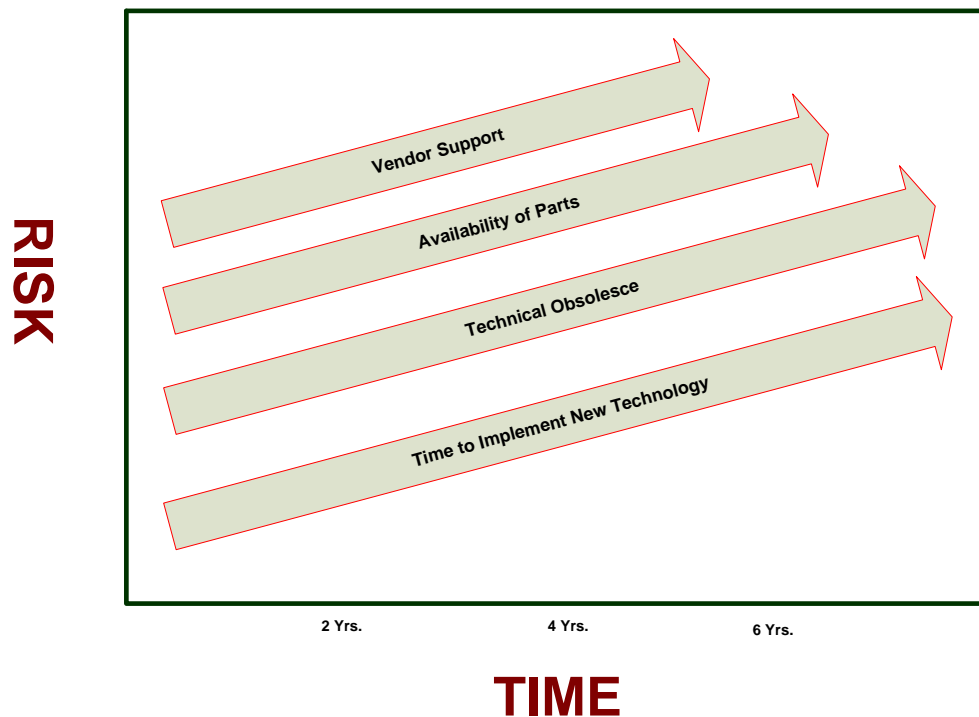
designed so that they can be further upgraded to meet these measurements throughout the systems' useful lives.

The End of Network Life

Snohomish and King Counties, the Port of Seattle and the cities of Tacoma/Puyallup have public safety trunked networks built by the same vendor using the same 1980s technology. These networks work reliably now but the technology is becoming obsolete. Not surprisingly, our vendor has indicated that it will stop manufacturing new parts and performing repairs on the used parts in these networks over the next several years. The risks that our networks will degrade due to component failure are rising significantly and we face increasing repair and maintenance costs. We need to begin the process to build the Next Generation Network now if we are to avoid these risks.

The intended benefits of a Next Generation integrated network will be realized, however, only if the equipment advances are accompanied by consistent, on-going, and timely training; there are few benefits from a system with improved services and functionality if the system's users are unable to use those services and functions or are unaware that they exist.

Portions of the King County network are wearing out. Finished in 1997, parts in the network are increasingly failing and need repair or replacement. At the same time, the equipment manufacturer for most of the current radio systems in Pierce, Snohomish, and King Counties has told us it will stop selling and repairing the parts for our systems in the next few years. Absent a new system, we face an increased risk of system failure.



It takes many years to replace this type of network. When we built the King County network in the 1990's, it took five years from the time funding was approved until the network was fully operational. The SERS Network took seven years from funding to completion. Thus, we need to begin this planning several years in advance of deployment.

Most of the Region's systems use Motorola v. 4.1 controllers and other equipment. Motorola has ceased developing new software for v.4.1 controllers. It has told us it will stop selling new consoles, equipment needed to fill in the "holes" in coverage, and other equipment and repairing used v 4.1 equipment over a period of years. The early part of this process has begun and all support will end by January 1, 2019.

Motorola's move to the next generation of technology does not mean that any agency will be required to turn off its system at any specific date; rather, the ability to expand a system to fill in "holes" or compensate for population growth decreases over time. Also, the availability of spare parts and repairs will lessen over time resulting in an increased risk of system degradation and higher repair costs. Parts will likely need to be obtained on the secondary market. Newer systems should require fewer repairs than older systems, but all v. 4.1 systems will be impacted to a considerable degree.

The VHF systems in use by Pierce County and many smaller fire districts also face Federal Communications Commission (FCC) requirements to move to narrowband operations by 2013. This will require upgrading these systems. This requirement will be an opportunity to improve our interoperability within the region by bringing those agencies and users to a common platform.

Interoperability is not just a local issue, but also a nationwide problem. The U.S. Department of Homeland Security recently released a National Emergency Communications Plan which sets targets for emergency communications across multiple agencies and communities by 2010.

Geographical and In-Building Coverage

Several populated areas in the Region have little or no radio coverage, and the impact of this problem is likely to increase in all three counties as growth patterns change.

- **To work safely and effectively, responders and other users need systems that enable them to easily communicate in all of the places they do their jobs. This is currently not possible.** For example, the oldest system, the King County system, was built to cover the population centers in the County when it was designed in 1994; it was not designed to provide coverage in 100% of the County. The increase in high-rise buildings together with the increase and dispersal of population has resulted in an increase in the number of significant "holes" in coverage. Similarly, there are "holes" in the Pierce County system's coverage. As our populations grow and shift, we can expect additional holes to develop throughout the Region, unless we act to prevent that from happening.
- It will become more difficult to fill these holes as the supply of the needed equipment lessens. Our equipment supplier has indicated that it will end selling the current generation or equipment used to add sites (and thus expand coverage) in 2009.
- Population growth will also drive the need for additional responders and dispatchers. Again, our equipment supplier has told us that it will stop selling dispatcher consoles for use with v. 4.1 systems by the end of 2009.

In accordance with the U.S. Government's National Emergency Communications Policy our network should insure "that responders can communicate:

- As needed, on demand, and as authorized
- At all levels of government
- Across all disciplines."

There are places in the Region today where radio users may lose coverage when they enter high-rise buildings or basements to pursue a suspect, fight a fire, or aid a patient. Today's system was not designed to provide such coverage but the next generation system can remedy this situation. This makes it difficult for

users inside these areas to coordinate activities or call for assistance, and for incident commanders outside these areas and responders inside these areas to communicate.

Interconnection of Disparate Systems

Snohomish and King Counties, the Port of Seattle and the Cities of Tacoma/Puyallup have public safety radio networks using 800 MHz frequencies, built by the same vendor and using the same version of technology. But, other agencies critical to the public safety of the region use different frequency bands and technologies that do not work optimally with these systems.

In addition to the existing 800 MHz System upgrades already mentioned as needed, the existing VHF and other interconnected legacy multiband systems need to be upgraded and expanded within the time frame of the National Emergency Communications Plan (NECP).

VHF, UHF, paging, and low band systems are important for parks, major utilities, and similar users. For example, the current VHF interconnect system, called MARS, is a legacy system but no less vital for communications with VHF users, particularly state agencies. We need to have a plan to create a link between these systems and more major systems. In a new configuration, consideration should be given to adding a suite of VHF I/O channels including DNR common, REDNET, VTAC and OSCCR, and Search and Rescue, all analog.

The VHF systems in use by Pierce County and many smaller fire districts also face FCC requirements to move to narrowband operations by 2013. This will require upgrading these systems. This will be an opportunity to improve our interoperability within the region by bringing those agencies and users to a common platform.

We also need to consider interoperability with non-government systems. Several private businesses have radio systems where interconnection could be highly desirable including private ambulance companies, utilities such as Puget Sound Energy and telephone service providers, and Boeing.

Common Programming, Functions and Features

The existing systems enable users to communicate with other responders on the network when they travel to a new area, often with some difficulty, but do not allow them to also communicate with their home area. Radios are sometimes programmed differently by different jurisdictions although it is possible to program them the same way today. As a result, **users are uncertain what channel to use when they travel to a new area.** This would be remedied with the Next Generation System.

Ideally, the systems would operate as a single network for users wherever they travel in the Region where a signal is available. Users should be able to push-to-talk and easily communicate with anyone else on the system in the three-county area.

In the best of circumstances, users would retain all of their systems' features, such as user identification, emergency (EMR) buttons, busy signals, etc., when talking with responders from other agencies and jurisdictions. However, users must be able to talk with each other quickly and easily even if some of the secondary features are lost.

Initial, planning will include Pierce, Snohomish, and King Counties. The REPC and Subcommittees will develop their recommendations, however, so that additional jurisdictions may be added later, if they desire.

Services Other than Voice Radio

Our Next Generation systems must support important services they cannot currently support.

- Users are asking for new and enhanced services they believe will help them do their job more effectively and safely. Examples include the ability to transmit Amber Alert pictures and building plans to the field, and to encrypt sensitive communication to prevent its interception during transport.

We risk a potential decrease in the ability to communicate if we move to diverse technical platforms as we conduct these upgrades. Conversely, through a coordinated effort we can improve our interoperability, response to public safety needs, and safety for our first responders.

Features and functions could be added to upgraded/rebuilt systems enabling users to do their work more effectively and safely.

- The Next Generation 911 (NG911) system will have the ability to receive Amber Alert and suspect photographs, videos, vehicle collision notifications, medical reports, and other information, and could then distribute it to responders in the field over this network.
- Police units need to be able to send and receive information such as police reports, citation information, fingerprints, warrants, mug shots, photographs of missing persons and even streaming video. Tactical situations require the ability to access mapping information and government records and to be able to communicate with other entities in multi-jurisdictional incidents.
- Fire units need to be able to send and receive maps, hazardous material documentation, information on weather conditions to predict chemical plumes, and building and utility plans.
- Emergency Medical vehicles need to be able to send and receive patient records, and have real time access to relevant data bases.
- Benefits may also result from connecting other systems and/or agencies together. Automatic vehicle location systems and paging would enable the better deployment of personnel and equipment. The encryption of operational communications would decrease the likelihood that those communications would be intercepted by perpetrators and others.

Many of these features and functions can be deployed only on upgraded/rebuilt systems with data capabilities. Wireless data services provided through a commercial wireless card often do not provide the needed security and dependability public safety requires.

Wireless data systems dedicated for public safety use are in place around the country. Snohomish County is currently involved in pilot testing (proof of concept) such a system. This technology is needed throughout Pierce, King and Snohomish Counties.

Efficiency Improvements

The Next Generation Network may result in efficiencies.

- A coordinated and cooperatively designed system which includes voice, data, Computer Aided Dispatch and other technologies will increase our ability to quickly and efficiently respond to citizens' needs during any natural or manmade events in our three-county Region.
- There are at least five radio systems in the Region. Operational efficiencies may result from doing the upgrades/rebuilds in a certain way and from the consolidation of certain tasks. It may be possible to reduce the number of system switches in a Regional system, for example.
- Quantity discounts might also be available if we purchase equipment or services as a Region rather than as individual systems.